

McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
ATTORNEYS AT LAW

1617 JOHN F. KENNEDY BOULEVARD
SUITE 1500
PHILADELPHIA, PA 19103-1815
(215) 557-2900
FACSIMILE (215) 557-2990/2991

MATTHEW A. LIPMAN, ESQUIRE
ADMITTED IN PA AND NJ
Email: mlipman@mdmc-law.com

May 7, 2021

VIA FEDEX

Clerk of the Court
Martin Luther King Federal Building &
U.S. Courthouse
50 Walnut Street, Room 4105
Newark, NJ 07101-0419

RECEIVED
MAY 10 2021
AT 8:30
WILLIAM T. WALSH, CLERK

RE: U.S. v. William Green
Case No.: 19-CR-00525
Asset ID: 19-IRS-000633
Our File No.: A0014-1670

Dear Sir/Madam,

Enclosed please find two copies of the Claim Form being submitted by National Union Fire Insurance Company of Pittsburgh, Pa. ("National Union"), as well as its supporting Exhibits. Please file one copy of the Claim Form and the Exhibits with the Court, in relation to the forfeited asset in the above captioned matter. Additionally, we kindly request that you stamp the second copy of the Claim Form, and return it in the self-addressed envelope we have provided.

Enclosed you will find the following:

- a) 2 copies of National Union's Claim Form;
- b) 1 copy of the supporting exhibits (Exhibits "A" through "D");
- c) 1 self addressed stamped envelope.

Please do not hesitate to contact me if you have any questions.

Respectfully,

Matthew A. Lipman/PB
MATTHEW A. LIPMAN

MAL/rjl

cc: Sarah Devlin, Esquire (*encl. only*)



CLAIM FORM

YOU MUST COMPLETE ALL PARTS OF THIS FORM FOR THE ASSETS YOU ARE CLAIMING.

Note: There is no legal form or format required for filing a claim; this document is provided for your convenience. Please visit <https://www.forfeiture.gov/FilingClaim.htm> for more specific guidance on filing your claim with the appropriate seizing agency.

Frivolous Claim Statement: If a court finds that a claimant's assertion of an interest in property was frivolous, the court may impose a civil fine, Title 18 United States Code, Subsection 983(h). A false statement or claim may subject a person to criminal prosecution under Title 18 United States Code, Sections 1001 and 1621.

Privacy Act Notice: The Department of Justice is collecting this information for the purpose of processing your claim. Providing this information is voluntary; however, the information is necessary to process your application. Information collected is covered by Privacy Act System of Records Notice Department of Justice (DOJ), DOJ-002-DOJ Computer Systems Activity & Access Records, Federal Register (71 FR 29170). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the system of records notice listed above.

RECEIVED
MAY 10 2021
AT 8:30
WILLIAM T. WALSH, CLERK

SECTION I – CONTACT INFORMATION

| PETITIONER INFORMATION | |
|--|---|
| Petitioner/Contact Name: (Last, First) | |
| Business/Institution Name: (if applicable) National Union Fire Insurance Company of Pittsburgh, Pa | Prisoner ID: (if applicable) |
| Address: (Include Street, City, State, and Zip Code) c/o Matthew A. Lipman, Esquire, McElroy, Deutsch, Mulvaney & Carpenter, LLP 1617 JFK Blvd., Suite 1500, Philadelphia, PA 19103 | |
| Social Security Number/Tax Identification Number: (Enter N/A if you do not have one) 25-0687550 | |
| Please provide an explanation why you do not have a Social Security Number, if above is N/A: | |
| Phone: (optional) | Email: (optional) |
| ATTORNEY INFORMATION (if applicable) | |
| Attorney Name: (Last, First) Lipman, Matthew | |
| Attorney Title: Partner | |
| Firm Name: (if applicable) McElroy, Deutsch, Mulvaney & Carpenter, LLP | |
| Attorney Address: (Include Street, City, State, and Zip Code) 1617 JFK Blvd., Suite 1500 Philadelphia, PA 19103 | |
| Are you an attorney filing this petition on behalf of your client? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |
| Attorney Phone: (optional) 215-557-2900 | Attorney Email: (optional) mlipman@mdmc-law.com |

If any of this information changes, you are responsible for notifying the agency of the new information.

SECTION II – ASSET LIST

List each asset ID and asset description that you are claiming.

| # | Asset ID | Asset Description |
|---|---------------|------------------------------------|
| 1 | 19-IRS-000633 | \$51,144 in United States Currency |
| | | |
| | | |
| | | |
| | | |

SECTION III – INTEREST IN PROPERTY

Identify your interest in each of the assets you are claiming. If you are filing for multiple assets and the responses are not the same for each asset, please print out multiple copies of this page to submit with the claim. If you have documentation that supports your interest in the claimed assets (e.g., bill of sale, retail installment agreements, contracts, titles or mortgages), please include copies of the documents with the submission of the claim.

| INTEREST IN PROPERTY INFORMATION | |
|----------------------------------|------------------------------------|
| Asset ID | Asset Description |
| 19-IRS-000633 | \$51,144 in United States Currency |
| | |

In the space below, please explain why you have a valid, good faith, and legally recognizable interest in this asset:

National Union Fire Insurance Company of Pittsburgh, Pa. ("National Union") is the assignee and subrogee of Simmons First National Corporation ("Simmons Bank"). National Union insured the loss of Simmons Bank, which arose from a fraud scheme that benefited WG Holdings, LLC ("WG") and William Green.

On December 6, 2017, KP JGH Bourbon LJ, LLC ("Bourbon") entered into a construction lending agreement with Simmons Bank. Simmons Bank utilized a title company, Hansen Franklin County Land Title & Abstract Co. ("Hansen Title"), to administer draw requests made by Bourbon and to pay the contractor on behalf of Bourbon. On February 14, 2018, Simmons Bank received instructions via email from Hansen Title to wire \$154,888.23 to Hansen Title's account, which was to be sent on February 20, 2018. Hansen Title's email account was subsequently hacked. On February 15, 2018, Simmons Bank received an email purportedly from Hansen Title, providing new instructions for the wire transfer. The new instructions requested that Simmons Bank send \$154,888.23 to an account held by WG with Wells Fargo. On February 15, 2018, Simmons Bank executed the wire transfer to WG's account. Hansen Title subsequently informed Simmons Bank that its email account was hacked, and it did not send the instructions to transfer the funds to WG's account. On February 21, 2018, Simmons Bank notified Wells Fargo that the transfer to WG was the result of fraudulent wiring instructions and requested a recall of its funds. Wells Fargo advised Simmons Bank that the funds were no longer available, and they were transferred to an account with Silvergate Bank, held under the name of Gemini Trust Company LLC ("Gemini Trust"). Nonetheless, Simmons Bank remained obligated to Bourbon and, on February 21, 2018, transferred \$154,888.43 to Hansen Title. Therefore, Simmons Bank suffered a loss in the amount of \$154,888.43.

On February 21, 2018, Wells Fargo froze the account of WG (No. XXXXXX5335) and the personal account of Mr. Green (No. XXXXXX3970). Under both of these accounts, Wells Fargo collectively restrained a total balance of \$114,468.10. On April 13, 2018, Wells Fargo filed a Complaint for Interpleader in the U.S. District Court for the District of New Jersey (Case No. 18-cv-06685-DEA). See Exhibit A. In the Complaint, Wells Fargo alleged the fraudulent transfer involving Simmons Bank, as well as another fraudulent transfer to WG involving Cranford Buckley Schultz Tomichin Allen & Buie, P.A. ("Cranford"). Wells Fargo claimed that there was a dispute as to which parties are entitled to the restrained funds, and the restrained funds were insufficient to cover the claims of the parties. Simmons Bank filed a Complaint in Intervention for the action. See Exhibit B.

On August 24, 2018, Simmons Bank submitted a Proof of Loss to National Union against its policy for insurance, relating to the loss it incurred from the fraudulent transfer to WG. See Exhibit C. Simmons Bank claimed a loss in the amount of \$154,888.23. Following National Union's investigation, National Union verified the loss in the amount of \$154,888.23. Simmons agreed to settle its claim for \$154,888.23 and, after application of the \$100,000 deductible, National Union paid Simmons Bank the total amount of \$54,888.23. On February 26, 2019, Simmons Bank executed an Assignment and Release agreement, agreeing to assign to National Union all rights, claims, title and interest which Simmons Bank had against whomever caused the loss. See Exhibit D.

In May 2019, WG, Mr. Green, Cranford, and National Union entered into a Settlement Agreement and Release. In resolution of the Wells Fargo's interpleader action, the parties agreed to a distribution of the restrained funds. Under the terms of the agreement, the funds were to be distributed in the following manner: 1) \$6,000 to Mr. Green; 2) \$68,070.05 to Cranford; 3) \$32,718.55 to National Union; and 4) \$7,679.50 to Wells Fargo as consideration for attorney's fees and costs. Accordingly, to date, National Union has recovered \$32,718.55 against the total loss of \$154,888.23. Therefore, the collective balance that remains due is \$122,169.68.

In the space below, please list any documents you are including in support of your interest in the asset(s). If none are included, please explain why.

Exhibit A: Wells Fargo Interpleader Complaint, Case No. 18-cv-06685-DEA (ECF No. 1).

Exhibit B: Simmons Bank Complaint in Intervention, Case No. 18-cv-06685-DEA (ECF No. 47).

Exhibit C: Proof of Loss.

Exhibit D: Assignment and Release Agreement.

SECTION IV – RECOVERY OF LOSS

Complete this section for assets you have recovered all or a portion of your losses either via an insurance claim and/or via some other source of recovery. If you have more recovery of loss information than may fit on this page, print out multiple copies of this page to attach with the claim and indicate which assets apply to each page. If you have not received any recovery of your losses, then leave this section blank.

| RECOVERY OF LOSS INFORMATION | |
|-------------------------------------|------------------------------------|
| Asset ID | Asset Description |
| 19-IRS-000633 | \$51,144 in United States Currency |
| | |

| INSURANCE CLAIM INFORMATION (if applicable) | |
|--|---|
| Name of Insured: (Last, First) | |
| Policy Number: | Claim Number: |
| Name of Insurance Company: | Name of Insurance Agent: (Last, First) |
| Insurance Company Address: (Include Street, City, State, and Zip Code) | |
| Phone: (optional) | Email: (optional) |
| Have you received compensation from the insurance company? <input type="checkbox"/> YES <input type="checkbox"/> NO | Amount of Compensation: |

If other sources of recovery exist (e.g., restitution, returns on investment or other settlements), please list and describe the details below.

| OTHER SOURCE(S) OF RECOVERY (if applicable) | |
|--|---|
| Source of Recovery 1: Settlement | Amount of Recovery: \$32,718.55 |
| Source of Recovery 2: | Amount of Recovery: |

In the space below, please list any documents you are including in support of your claim of recovery of loss. If none are included, please explain why.

Exhibit A: Wells Fargo Interpleader Complaint, Case No. 18-cv-06685-DEA (ECF No. 1).

Exhibit B: Simmons Bank Complaint in Intervention, Case No. 18-cv-06685-DEA (ECF No. 47).

Exhibit C: Proof of Loss.

Exhibit D: Assignment and Release Agreement.

164507-109

It is noted that a check of the records of the Federal Bureau of Investigation, Department of Justice, for the years 1941 and 1942, failed to disclose any record of the above named individual.

5/1/2011

Printed Name

72/22/1017

5-07-12-10

17 July 1964

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a copy of the original letter, and is signed by the President.

The following observations were made by the command:

SECTION V - DECLARATION

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

WELLS FARGO BANK, N.A.,

Plaintiff,

v.

WG HOLDINGS, LLC,
WILLIAM M. GREEN, JR.
KP JGH BOURBON LH, LLC,
CRANFORD BUCKLEY SCHULTZE
TOMICHIN ALLEN & BUIE, P.A., and
DOYLE & WALLACE, PLLC,

Defendants.

Civil Action No.:

COMPLAINT FOR INTERPLEADER

Plaintiff, WELLS FARGO BANK, N.A. ("Wells Fargo"), by and through its undersigned attorneys, Fox Rothschild, LLP, and pursuant to 28 U.S.C. §§ 1332, 1335 and 2361, by way of Complaint for Interpleader against Defendants, WG HOLDINGS, LLC ("WG"), WILLIAM M. GREEN, JR. ("Green"), KP JGH BOURBON LH LLC ("Bourbon"), CRANFORD BUCKLEY SCHULTZE TOMICHIN ALLEN & BUIE, P.A. ("Cranford") and DOYLE & WALLACE, PLLC ("Doyle") (collectively, the "Claimant Defendants"), hereby alleges as follows:

NATURE OF ACTION

1. This interpleader action arises out of a dispute between the Claimant Defendants concerning two separate wire transfers to a Wells Fargo checking account belonging to WG.

2. The Claimant Defendants, in connection with those two wire transfers, are alleging entitlement to all or a portion of the collective \$114,468.10 presently being held and restrained in: (a) the Wells Fargo checking account belonging to WG where the two wires were

received (\$103,076.93) and (b) a separate Wells Fargo checking account belonging to Green where portions of the wired funds were subsequently transferred. (\$11,391.17).

3. Wells Fargo, as a disinterested stakeholder, seeks to interplead the disputed, restrained funds into the Court Registry to allow the Claimant Defendants to litigate their respective claims to the restrained funds amongst themselves.

PARTIES

4. Wells Fargo is a national banking association with its main office, as set forth in its Articles of Association, in Sioux Falls, South Dakota. Accordingly, Wells Fargo is a citizen of South Dakota.

5. Upon information and belief, WG is a New Jersey limited liability company and has its principal place of business in Wall Township, New Jersey. Upon information and belief, the members of WG are citizens of New Jersey. Accordingly, WG is a citizen of New Jersey. Furthermore, the current address listed for WG on its restrained account at Wells Fargo is in Wall Township, New Jersey.

6. Upon information and belief, Green is a resident and citizen of New Jersey. Furthermore, the current address listed for Green on his restrained account at Wells Fargo is the same Wall Township, New Jersey address listed for WG.

7. Upon information and belief, Bourbon is a Missouri limited liability company and has its principal place of business in Clayton, Missouri. Upon information and belief, the members of Bourbon are citizens of Missouri. Accordingly, Bourbon is a citizen of Missouri.

8. Upon information and belief, Cranford is a North Carolina professional association with its principal place of business in Charlotte, North Carolina. Accordingly, Cranford is a citizen of North Carolina.

9. Upon information and belief, Doyle is a North Carolina professional limited liability company with its principal place of business in Charlotte, North Carolina. Upon information and belief, the members of Doyle are citizens of North Carolina. Accordingly, Doyle is a citizen of North Carolina.

JURISDICTION AND VENUE

10. Wells Fargo brings this interpleader action pursuant to 28 U.S.C. §§ 1335 and 2361, because there is diversity of citizenship between at least two of the Claimant Defendants, and the amount in controversy in this action exceeds \$500.00, exclusive of interest and costs.

11. This Court also has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity of citizenship between Wells Fargo and each of the Claimant Defendants to this action, and the amount in controversy in this interpleader action exceeds \$75,000.00, exclusive of interest and costs.

12. Venue is appropriate in the District of New Jersey pursuant to 28 U.S.C. §1391(b)(2) because the State of New Jersey is where a substantial portion of the facts giving rise to the causes of action set forth in this Complaint occurred.

13. This Court has jurisdiction over the parties, pursuant to 28 U.S.C. § 1335 and 2361, which grants district courts authority to issue nationwide service of process in statutory interpleader actions, and because at least one of the Claimant Defendants is a citizen of and resides in the state of New Jersey.

FACTS COMMON TO ALL COUNTS

14. On or about January 26, 2018, WG opened a Simple Business Checking Account (Account No. XXXXXX5335) at the Wells Fargo store located in Allaire Plaza in Wall Township, New Jersey (the "WG Account").

15. Green was designated as the authorized signer on the WG Account.

16. Green also has an Every Day Checking Account at Wells Fargo (Account No. XXXXXX3970, the "Green Personal Account"), which he opened on or about June 16, 2017. Green is the sole owner and signer on the Green Personal Account, and the address listed for the Green Personal Account is the same Wall Township, New Jersey address listed for the WG Account.

17. On or about February 15, 2018, the WG Account received a wire transfer (Reference Number: 00152378) from Bourbon in the amount of \$154,888.23 (the "February 15th Wire"). The originating bank for the February 15th Wire was Simmons Bank ("Simmons") and WG was listed under both the "Beneficiary Information" and "Credit Information" sections of the Wire Detail Page. A (slightly redacted) copy of Wells Fargo's Wire Detail Page for the February 15th Wire is attached hereto as **Exhibit A**.

18. Later that day (February 15, 2018), WG made an online transfer in the amount of \$151,000.00 from the WG Account to the Green Personal Account. Then, later that same day, Green made a \$150,000.00 wire transfer from the Green Personal Account to "Gemini Trust Company, LLC."

19. On February 16, 2018, WG made an online transfer in the amount of \$19,000.00 from the WG Account to the Green Personal Account. Then, later that same day, Green made a \$19,000.00 wire transfer from the Green Personal Account to "Gemini Trust Company LLC."

20. On February 21, 2018, the WG Account received a wire transfer (Reference Number: 00148632) from Cranford in the amount of \$75,044.78 (the "February 21st Wire"). The originating bank for the February 21st Wire was Branch Banking and Trust Company ("BB&T"). WG was listed under the "Credit Information" section of the Wire Detail Page, but Doyle was

listed under the "Beneficiary Information" section with the WG Account number. A (slightly redacted) copy of Wells Fargo's Wire Detail Page for the February 21st Wire is attached hereto as **Exhibit B**.

21. On February 21, 2018, Simmons notified Wells Fargo that the February 15th Wire was fraudulent and requested that funds from the February 15th Wire be sent back to Simmons.

22. Following the fraud notification from Simmons described above, Wells Fargo froze and restrained the WG Account and Green Personal Account on February 21, 2018.

23. On February 22, 2018, BB&T notified Wells Fargo that the February 21st Wire was fraudulent and requested that any remaining funds be returned by wire to the originating account or by check to BB&T.

24. Wells Fargo has specifically restrained the balance of \$103,076.93 in the WG Account and \$11,391.17 in the Green Personal Account for a total of \$114,468.10 restrained funds (collectively the "Restrained Proceeds").

25. WG and Green are disputing the above-referenced allegations of fraud.

26. There is now a dispute as to which of the Claimant Defendants are entitled to the Restrained Proceeds.

27. The Restrained Proceeds are not sufficient to cover the claims of the Claimant Defendants.

28. Accordingly, Wells Fargo now seeks to interplead the Restrained Proceeds into the Court Registry to allow the Claimant Defendants to make their respective legal claims to the Restrained Proceeds.

29. At all times material, the relationship between Wells Fargo and WG relative to the WG Account was/is governed by the Business Account Agreement, a true and correct copy of which is attached hereto as **Exhibit C**.

30. At all times material, the relationship between Wells Fargo and Green relative to the Green Personal Account was/is governed by the Consumer Account Agreement, a true and correct copy of which is attached hereto as **Exhibit D**.

31. Wells Fargo has retained the undersigned attorneys to represent it in this action and has agreed to pay them a reasonable fee.

32. Wells Fargo is entitled to recover its reasonable attorneys' fees and costs in this action pursuant to the Consumer Account Agreement, the Business Account Agreement and applicable law.

33. All conditions precedent to recovery have been performed, waived or have occurred.

Count I - Interpleader

34. Paragraphs 1 through 33 of this pleading are incorporated herein by reference, the same as if fully set forth verbatim.

35. At this time there exist rival, adverse and conflicting claims between the Claimant Defendants as to the Restrained Proceeds.

36. Wells Fargo claims no interest in the Restrained Proceeds and has done nothing to create the dispute over entitlement to the Restrained Proceeds.

37. By reason of the conflicting claims to the Restrained Proceeds, Wells Fargo is in doubt as to who is entitled to the Restrained Proceeds, is in danger of being exposed to double or multiple liability, and cannot safely remit the Restrained Proceeds without the aid of this Court.

38. Wells Fargo is ready, willing, and able to deposit the Restrained Proceeds into the Court Registry, or to any other custodian or trustee the Court deems proper.

WHEREFORE, Plaintiff Wells Fargo Bank, N.A. respectfully requests the following relief:

A. That this Court take jurisdiction over the parties, and permit Wells Fargo to deposit the Restrained Proceeds with the Registry of the Court;

B. That this Court issue an order requiring the Claimant Defendants to the above-styled cause to interplead as to their rights and settle or litigate amongst themselves their claims and rights to the Restrained Proceeds;

C. That Wells Fargo be discharged from all liability to any of the parties to this action concerning Wells Fargo's obligations related to the Restrained Proceeds, the February 15th Wire, the February 21st Wire, the WG Account, the Green Personal Account and the wire transfers made by WG to Gemini Trust Company LLC;

D. That the Claimant Defendants be enjoined and prohibited from instituting any actions against Wells Fargo and/or its agents, affiliates, employees, and servants, regarding the Restrained Proceeds, the February 15th Wire, the February 21st Wire, the WG Account, the Green Personal Account and the wire transfers made by WG to Gemini Trust Company LLC;

E. That Wells Fargo be awarded its costs and reasonable attorneys' fees, to be paid from the Restrained Proceeds, for bringing this action;

F. That Wells Fargo be dismissed as a party to this action; and

G. For such other and further relief as this Court deems just, equitable, and proper.

Dated: April 12, 2018

FOX ROTHSCHILD LLP

Attorneys for Plaintiff, Wells Fargo Bank, N.A.

By: s/ Matthew S. Adams

Matthew S. Adams

CERTIFICATION PURSUANT TO L. Civ. R. 11.2

I hereby certify, pursuant to L. Civ. R. 11.2 and 28 U.S.C. §1746, that I am not presently aware of any other action pending in any court, or of any pending arbitration or administrative proceeding related to the matter in controversy.

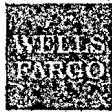
By: /s/ Matthew S. Adams
Matthew S. Adams, Esq.

Dated: April 12, 2018

EXHIBIT A

Wire Detail

Page 1 of 2



NEWTON



Wire Detail Page

[Home](#) | [Wire Summary Inquiry](#) | [Wire Detail Inquiry](#) | [Bank to Bank Search](#) | [Orig to Bnp Search](#) | [LookUp Double Soundex Nat](#)
[Credit Pay to Party Search](#) | [Orig and Bnp Search](#) | [Restricted Country Search](#) | [Admin Menu](#) | [Archive Menu](#) | [Report Menu](#) | [Logout](#)

Originator\Beneficiary Information
Debit\Credit Information

Credit Pay to Party Information
Originator\Beneficiary Bank

Sender\Intermediary Information
Additional Information

[Go Back](#)

| | | | | | |
|---------------------|------------|----------------|--------------|-------------------|-----------|
| Date: | 02/15/2018 | Amount: | \$154,888.23 | Reference Number: | 00152378 |
| Wire Exchange Rate: | 1 | Wire Currency: | 154888.23 | Wire Currency Cd: | USD |
| Base Exchange Rate: | 1 | Base Currency: | 154888.23 | Base Currency Cd: | USD |
| Client Source: | MW | Value Date: | 02/15/2018 | Entered By: | |
| Msg Type Cd: | FW11000 | Orig Source: | FE | Orig Channel: | NONBRANCH |

Originator Information:

Name: KP JGH BOURBON LH LLC
Address: CLAYTON MO
Country: US
Account: 9427

Acct Type:
Bank: 121
Bank ID: 082900432
Type: A

Debit Information:

Type ID: G
ID: 5005
Name: SIMMONS BANK
Address: PINE BLUFF AR

Beneficiary Information:

Name: WG HOLDINGS LLC
Address:
Country: ??
Account: 5335

Acct Type: D
Bank: 121
Bank ID: 121000248
Type: A

Credit Information:

Type ID: D
ID: 5335
Name: WG HOLDINGS LLC
Address: WALL TOWNSHIP NJ

Credit Pay to Party Information:

Wire Detail

Page 2 of 2

CPP ID Type:

CPP ID:

CPP Name:

CPP Addr:

Originator Bank:

OB ID Type:

OB ID:

OB Name:

OB Address:

OB Country:

Beneficiary Bank:

BB ID Type:

BB ID:

BB Name:

BB Address:

BB Country:

Reference Number:

Sending Bank Information:

SB ID Type:

SB ID:

SB Name:

SB Address:

Senders Ref:

Intermediary Bank Information:

IB ID Type:

IB ID:

IB Name:

IB Address:

Additional Information:

OBI Pay Info:

Bank to Bank Information:

Go Back

EXHIBIT B

Wire Detail

Page 1 of 2



NEWTON



Wire Detail Page

[Home](#) | [Wire Summary Inquiry](#) | [Wire Detail Inquiry](#) | [Bank to Bank Search](#) | [Orp to Bnp Search](#) | [LookUp Double Soundex Na](#)
[Credit Pay to Party Search](#) | [Orp and Bnp Search](#) | [Restricted Country Search](#) | [Admin Menu](#) | [Archive Menu](#) | [Report Menu](#) | [Logout](#)

Originator\Beneficiary Information
Debit\Credit Information

Credit Pay to Party Information
Originator\Beneficiary Bank

Sender\Intermediary Information
Additional Information

[Go Back](#)

| | | | | | |
|---------------------|------------|----------------|-------------|-------------------|-----------|
| Date: | 02/21/2018 | Amount: | \$75,044.78 | Reference Number: | 00148632 |
| Wire Exchange Rate: | 1 | Wire Currency: | 75044.78 | Wire Currency Cd: | USD |
| Base Exchange Rate: | 1 | Base Currency: | 75044.78 | Base Currency Cd: | USD |
| Client Source: | MW | Value Date: | 02/21/2018 | Entered By: | |
| Msg Type Cd: | CHI31 | Orig Source: | CH | Orig Channel: | NONBRANCH |

Originator Information:

Name: CRANFORD BUCKLEY SCHULTZF TOMCHIN
Address: AL IOLTA ACCT
7257 PINEVILLE MATTHEWS RD STE 2100
CHARLOTTE NC 28226 6186
Country: US
Account: 9999

Acct Type:
Bank: 121
Bank ID: 0160
Type: C

Debit Information:

Type ID: G
ID: 9401
Name: BRANCH BANKING AND TRUST COMP
Address: GUILFORD SUITE 300
7823 NATIONAL SERVICE ROAD
GREENSBORO NORTH CAROLINA

Beneficiary Information:

Name: DOYLE WALLACE PLLC
Address: 2701 COLTSGATE RD STE 210
CHARLOTTE NC 28211
Country: US
Account: 5335

Acct Type: D
Bank: 121
Bank ID: 121000248
Type: A

Credit Information:

Type ID: D
ID: 15335
Name: WG HOLDINGS LLC
Address: WALL TOWNSHIP NJ

Credit Pay to Party Information:

Wire Detail

Page 2 of 2

CPP ID Type:
CPP ID:
CPP Name:
CPP Addr:

Originator Bank:

OR ID Type:
OB ID:
OB Name:
OB Address:
OB Country:

Beneficiary Bank:

BB ID Type:
BB ID:
BB Name:
BB Address:
BB Country:
Reference Number:

Sending Bank Information:

SB ID Type:
SB ID:
SB Name:
SB Address:
Senders Ref:

Intermediary Bank Information:

IB ID Type:
IB ID:
IB Name:
IB Address:

Additional Information:

OBI Pay Info:
Bank to Bank Information:

Go Back

EXHIBIT C

**WELLS
FARGO**

Business Account Agreement

**Important legal
information, disclosures,
and terms you need to
know**

Effective April 24, 2017

Together we'll go far



Table of contents

| | | |
|---|-----------|---|
| Introduction | 1 | Introduction |
| Words with specific meanings | 1 | |
| Resolving disputes through arbitration | 3 | |
| Important legal information | 6 | |
| Statements and other information relating to your deposit account. | 7 | Resolving disputes through arbitration |
| Rights and responsibilities | 12 | |
| Checking and savings accounts | | |
| Deposits to your account | 16 | |
| Funds availability policy | 18 | Important legal information |
| Available balance, posting order, and overdrafts | 20 | |
| Setoff and security interest | 24 | |
| Bank fees and expenses; Earnings allowance | 25 | |
| Additional rules for checks and withdrawals | 26 | Statements and error notifications |
| Issuing stop payment orders and post-dated checks | 27 | |
| Interest earning accounts | 29 | |
| Time Accounts (CDs) | 31 | |
| Electronic banking services | | Rights and responsibilities |
| Debit cards and ATM cards | 32 | |
| Phone Bank Services | 41 | |
| Termination of electronic banking privileges | 42 | |
| Funds transfer services | 43 | Checking and savings accounts |
| | | Electronic banking services |

Introduction

Welcome to Wells Fargo

You have many choices when selecting a financial institution, and we are glad you chose Wells Fargo Bank, N.A. We value our relationship with you and hope we answered all your questions when you opened your account. Please review this booklet for further details regarding your account and related services.

What words do we use to refer to the customer, this booklet, and Wells Fargo?

- The customer is the "account owner," "you," "your," "yours" and "authorized signer."
- Wells Fargo Bank, N.A. is "Wells Fargo," "we," "us," or "our."
- This booklet and the disclosures listed below constitute the "Agreement":
 - The Business Account Fee and Information Schedule ("Schedule"), which explains our fees and provides additional information about our accounts and services,
 - Our Privacy Policy,
 - Our rate sheet for interest-earning accounts, and
 - Any additional disclosures we provide to you about your account and related services.

Words with specific meanings

Certain words have specific meanings and are italicized throughout this booklet. These words and their meanings are in this section.

Authorized signer

A person who has your actual or apparent authority to use your account even if they have not signed the signature card or other documents.

Available balance

Your account's *available balance* is our most current record of the amount of money available for your use or withdrawal. For more information, please see the section entitled "How do we determine your account's *available balance*?" in the Agreement.

Business day

Every day is a *business day* except Saturday, Sunday, and federal holidays.

Business deposit account

A *business deposit account* is any deposit account, other than one of Wells Fargo's commercial deposit accounts, which is not held or maintained primarily for personal, family, or household purposes. Examples of *business deposit accounts* include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan, or a governmental unit including an Indian tribal entity.

Card

This term includes every type of business debit card and business ATM card we may issue. This term does not include any prepaid cards or the business deposit card unless otherwise noted.

Item

An *item* is an order, instruction, or authorization to withdraw or pay funds or money from an account. Examples include a check, draft, and an electronic transaction (including Automated Clearing House (ACH), an ATM withdrawal, and a purchase using a *card* to access an account). An *item* also includes a purported order, instruction, or authorization to withdraw or pay funds or money from an account, unless otherwise prohibited by law or regulation.

Resolving disputes through arbitration

Important legal information

Statements and error notifications

Rights and responsibilities

Checking and savings accounts

Electronic banking services

Introduction

Overdraft

An *overdraft* is a negative balance in your account.

Service

A *service* is any service the Bank provides to you including without limitation any Treasury Management Service.

What information does the Agreement contain?

The Agreement

- Explains the terms of your banking relationship with Wells Fargo,
- Is the entire Agreement between Wells Fargo and you for your account and any services,
- Replaces all prior agreements including any oral or written representations, and
- Includes legal information about your banking relationship with Wells Fargo.

You are responsible for ensuring that all *authorized signers* on your account(s) are familiar with this Agreement.

We suggest you retain a copy of the Agreement — and any further information we provide you regarding changes to the Agreement — for as long as you maintain your Wells Fargo accounts.

Are we allowed to change the Agreement?

Yes, we can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a “modification.”

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message within your account statement or any other appropriate means.

Waiver of a term of the Agreement: We may agree in writing to waive a term of the Agreement, including a fee. This is called a “waiver.” We may revoke any waiver upon notice to you.

How do you consent to a modification to the Agreement?

You consent to a modification to the Agreement if you continue to use your account after a modification becomes effective or a waiver is revoked.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with such laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

Who will we communicate with about your account?

We may provide you or an *authorized signer* with information about your account. When we receive information from an *authorized signer*, we treat it as a communication from you. You agree to notify us promptly in writing if an *authorized signer* no longer has authority on your account.

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

If you have a dispute, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either Wells Fargo or you can initiate arbitration as described in this section.

Definition: Arbitration means an impartial third party will hear the dispute between Wells Fargo and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A "dispute" is any unresolved disagreement between Wells Fargo and you. A "dispute" may also include a disagreement about this Arbitration Agreement's meaning, application, or enforcement.

Except as stated in "No waiver of self-help or provisional remedies" below, Wells Fargo and you agree, at Wells Fargo's or your request, to submit to binding arbitration all claims, disputes, and controversies between or among Wells Fargo and you (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to your account(s) and/or service(s), and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default, or termination (each, a "dispute").

DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WELLS FARGO AND YOU EACH IRREVOCABLY AND VOLUNTARILY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARBITRATED UNDER THIS AGREEMENT.

Aside from self-help remedies, this Arbitration Agreement has only one exception: Either Wells Fargo or you may still take any dispute to small claims court.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Wells Fargo or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand by the other party must pay all of the other party's costs and expenses for compelling arbitration.

Can either Wells Fargo or you participate in class or representative actions?

No, Wells Fargo and you agree that the resolution of any dispute arising pursuant to the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

What rules apply to arbitration?

Wells Fargo and you each agree that the arbitration will:

- Proceed in a location mutually agreeable to Wells Fargo and you, or if the parties cannot agree, in a location selected by the American Arbitration Association (AAA) in the state whose laws govern your account
- Be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Wells Fargo and you
- Be conducted by the AAA, or such other administrator as Wells Fargo and you will mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000 exclusive of claimed

Introduction

Resolving disputes through arbitration

Important legal information

Statements and error notifications

Rights and responsibilities

Checking and savings accounts

Electronic banking services

Resolving disputes through arbitration

interest, arbitration fees and costs in which case the arbitration will be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "rules").

If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein will be deemed to be a waiver by Wells Fargo of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No waiver of self-help or provisional remedies

This arbitration requirement does not limit the right of Wells Fargo or you to:

1. Exercise self-help remedies, including setoff or
2. Obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding.

This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (1) and (2) above.

What are the Arbitrator qualifications and powers?

Any dispute in which the amount in controversy is \$5,000,000 or less will be decided by a single arbitrator selected according to the rules, and who will not render an award of greater than \$5,000,000. Any dispute in which the amount in controversy exceeds \$5,000,000 will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern your account, or a neutral, retired judge in such state, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) will resolve all disputes in accordance with the substantive law of the state whose laws govern your account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) will also have the power to award recovery of all costs and fees, to impose sanctions, and to take such other action as deemed necessary to the same extent a judge could pursuant to the federal rules of civil procedure, the state rules of civil procedure for the state whose laws govern your account, or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy will not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Resolving disputes through arbitration

Is discovery permitted in arbitration?

Yes, in any arbitration proceeding, discovery will be permitted in accordance with the rules. All discovery will be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Who pays the arbitration fees and expenses?

The arbitrator will award all costs and expenses of the arbitration proceeding.

Are there additional rules for an arbitration proceeding?

Yes, to the maximum extent practicable, the AAA, the arbitrator(s), Wells Fargo and you will take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. The arbitrator(s), Wells Fargo or you may not disclose the existence, content, or results thereof, except for disclosures of information by Wells Fargo or you required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Wells Fargo and you potentially applies to a dispute, the arbitration agreement most directly related to your account or the subject matter of the dispute will control. This arbitration agreement will survive the closing of your account or termination of any service or the relationship between Wells Fargo and you.

Do Wells Fargo and you retain the right to pursue in small claims court certain claims?

Yes, notwithstanding anything to the contrary, Wells Fargo and you each retains the right to pursue in small claims court any dispute within that court's jurisdiction. Further, this arbitration agreement will apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the small claims court.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Important legal information

What laws govern your account?

The laws governing your account include

- Laws, rules, and regulations of the United States, and
- Laws of the state where you opened your account (without regard to conflict of laws principles).

If a different state law applies, we will notify you; however, for certain account types (non-analyzed and savings accounts), your account statement will identify the state whose laws govern your account.

Any funds transfer (including a wire transfer) that is a "remittance transfer" as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. *Items* you write such as checks or withdrawal slips must be written in English. For your convenience, we may translate some forms, disclosures, and advertisements into another language. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

What agreement applies when there is a separate agreement for a service?

If a *service* we offer has a separate agreement, and there is a conflict between the terms of the Agreement and the separate agreement, the separate agreement will apply.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

How will we contact you about your account?

In order for us to service your account or collect any amount you owe, you agree that we may contact you by phone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us phone numbers and email addresses that belong to you.

When you give us a phone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you at the phone number you provide. We may call you and send you text messages. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if the telephone number is a mobile phone number or other communication service for which the called party is charged.

Statements and other information relating to your deposit account

How do we share account statements and other notices with you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We'll do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

- **If we provide a combined account statement for your accounts,** we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.
- **If you do not want us to automatically combine your accounts,** you can opt-out by visiting a banking location or calling the number on your account statement.

When is your account statement available?

Mailed account statements: When we mail your account statement, we consider it received by you on the second *business day* after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® 24 – 48 hours after the end of the statement period. You will be notified via email that the account statement is available for viewing. We consider the account statement to be received by you on the notification date, even if the email notification is undelivered.

What obligations do you have to review account statements and notices and notify us of errors?

You are obligated to:

- Examine your account statement promptly and carefully.
- Notify us promptly of any errors.
- Notify us within 30 days after we have made your account statement available to you of any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30 day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us within 6 months after we have made your account statement available to you if you identify any unauthorized, missing or altered endorsements on your *items*.

Electronic fund transfers are subject to different time periods, as described in the "Electronic fund transfer services" part of this booklet. Common examples of electronic fund transfers are ATM, debit card, and Online Bill Pay transactions.

When is a transaction unauthorized?

A transaction is an "unauthorized transaction" when it is

- Missing a required signature or other evidence showing you have authorized it, or
- Altered (for example, the amount of a check or the payee's name is changed).

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Statements and other information relating to your deposit account

You can notify us of errors on your account statements by promptly

- Calling the telephone number listed on your account statement or in a notice, or
- Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.

What happens if you fail to notify us of an unauthorized transaction within the time frames specified above?

If you fail to notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete the claim form we provide,
- Notify law enforcement,
- Complete and return any documents we request, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Protection against unauthorized items

You acknowledge that there is a growing risk of losses resulting from unauthorized *items*. We offer *services* that provide effective means for controlling the risk from unauthorized *items*. These *services* include:

- Positive pay, positive pay with payee validation, or reverse positive pay
- ACH fraud filter and
- Payment Authorization *service*.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an industry "best practice." An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

If we have expressly recommended that you use one or more of these *services* or best practice (or any other *service* related to fraud prevention that we offer after the date of this Agreement) and you (a) either decide not to use the recommended *service* or best practice or (b) fail to use the *service* or best practice in accordance with the applicable *service* description or our other documentation applicable to the *service* or best practice, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended *service* or best practice in accordance with the applicable *service* description or applicable documentation.

Statements and other information relating to your deposit account

Are you responsible for taking reasonable steps to help prevent fraud and embezzlement on your account?

Yes, you agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and *items* drawn on your account or deposited to it. To help prevent embezzlement and protect your business assets, we recommend that you:

- Assign responsibilities for your account to multiple individuals. Those who reconcile statements for your account should be different from those who issue *items* drawn on your account.
- Reconcile statements for your account as you receive them and notify us immediately of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks *items* are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations (e.g. compare the percentage of cash deposits to total deposit size). Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any check that you do not intend to use.
- Use tamper resistant check *items* at all times.
- Notify us immediately when an *authorized signer's* authority ends so that his/her name can be removed from all signature cards and online banking access, and any *cards* we have issued to him/her can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

What happens if your account statements or notices are returned or are undeliverable?

Your account statements or notices will be considered unclaimed or undeliverable if

- Two or more account statements or notices are returned to us through the mail because of an incorrect address; or
- We notify you electronically that your account statement is available for viewing at Wells Fargo Business Online, and we receive email notifications that our message is undeliverable.

In either event, we may

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable.

We will not attempt to deliver account statements and notices to you until you provide us with a valid postal or electronic address.

Introduction
Resolving disputes through arbitration
Important legal information
Statements and notifications
Rights and responsibilities
Checking and savings accounts
Electronic banking services

Statements and other information relating to your deposit account

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change your postal or email address by notifying us in writing or calling us at the number on your account statement at any time. If you have a combined account statement, any owner of the first account (primary account) can change the address of all accounts included in the combined account statement. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.

Address changes we make: When necessary, we may update your listed address without a request from you if we receive

- An address change notice from the U.S. Postal Service or
- Information from another party in the business of providing correct address details that does not match your account's listed address.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

Are original paid checks returned with account statements?

No. We do not return original paid checks with your account statements. Copies of your paid checks are available through Wells Fargo Business Online, banking locations, by calling Wells Fargo National Business Banking Center, or by enrolling in our check images with statements service. Fees may apply for this service.

When does my account become dormant?

Generally, your account becomes dormant if you do not initiate an account-related activity for 12 months for a checking account, 34 months for a savings account, or 34 months after the first renewal for a Time Account (CD). An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account. Automatic transactions (including recurring and one-time), such as pre-authorized transfers/payments and electronic deposits, set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following:

- Transfers between your Wells Fargo accounts using your ATM/debit card
- Transfers by phone using our automated banking service
- Transfers or payments through online, mobile, and text banking (including Bill Pay)
- Wire transfers (incoming and outgoing)

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state law, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." Your account will be closed. To recover your account funds, you must file a claim with the state.

Statements and other information relating to your deposit account

What are checking subaccounts?

For each checking account you maintain with us, we may establish on your behalf a master account and two subaccounts.

All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a checking account.

On the first day of each month, we will allocate funds between the two subaccounts as appropriate. *Items* received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount as may be needed to cover checks presented on the checking subaccount. On the sixth transfer from the savings subaccount during a statement period, all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Rights and responsibilities

What responsibilities and liabilities do Wells Fargo and you have to each other?

We are responsible for exercising "ordinary care" and complying with the Agreement. When we take an *item* for processing by automated means, "ordinary care" does not require us to examine the *item*. In all other cases, "ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise "ordinary care" or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your *items* due to actions we have taken in accordance with the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide *services* to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in breach of the Agreement.

If we waive a right with respect to your account on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

What are we allowed to do if there is an adverse claim against your account?

An "adverse claim" occurs when

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among your account's owners, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the signature card(s) for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the *available balance* in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

If you carry special insurance for employee fraud/embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes, as many businesses carry special insurance for employee fraud/embezzlement. If you do, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Rights and responsibilities

Are we allowed to restrict access to your account?

Yes, if we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We will accept and act on any legal process we believe to be valid, whether the process is served in person, by mail, by electronic notification, or at any banking location.

If we incur any fees or expenses (including attorney's fees and expenses) due to responding to legal process related to your account, we may charge these costs to any account you maintain with us.

Are transactions subject to verification by the Bank?

Yes. All transactions are subject to the Bank's verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and the Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If we determine a discrepancy exists between the declared and the actual amount of the funds, we are permitted to adjust (debit or credit) your account. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days of the date we mail or otherwise make the account statement available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees.

If you fail to notify us during this time frame, the deposit amount on your statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become the Bank's property.

Can you arrange to have us adjust all discrepancies identified during any verification without regard to our standard adjustment amount?

Yes. If your account is an analyzed *business deposit account*, you may arrange for the Bank to adjust all discrepancies identified during any verification without regard to our standard adjustment amount by contacting your local banker or calling the number on your statement.

Are we allowed to convert your account without your request?

Yes, we can convert your account to another type of deposit account (by giving you any required notice) if

- You use it inappropriately or fail to meet or maintain the account's requirements, or
- We determine an account is inappropriate for you based on your use, or
- We stop offering the type of account you have.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Rights and responsibilities

When can you close your account?

If you request to close your account, we may allow you to keep funds in your account to cover outstanding items to be paid.

- If we do allow you to keep funds in your account:
 - For interest-earning accounts, it stops earning interest from the date you request to close your account.
 - Overdraft Protection and/or Debit Card Overdraft will be removed on the date you request to close your account.
 - The Agreement continues to apply.
 - All outstanding *items* need to post and the account's balance needs to be brought to zero within 30 days from the date of your request to close. After 30 days, unless your account has a negative balance, your account will be closed.
- We will not be liable for any loss or damage that may result from not honoring *items* that are presented or received after your account is closed.

You can close your account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions such as legal order holds or court blocks on the account).

When can we close your account?

We reserve the right to close your account at any time. If we close your account, we may send the remaining balance on deposit in your account by traditional mail or credit it to another account you maintain with us.

Are we allowed to terminate or suspend a service related to your account?

Yes, we can terminate or suspend specific *services* (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a *service* at any time.

Are we allowed to obtain credit reports or other reports about you?

Yes, we can obtain a credit or other report about you and your co-owners to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account in accordance with our Privacy Policy separately given to you.

Are we allowed to monitor and record communications?

Yes, we can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Rights and responsibilities

Can Wells Fargo benefit from having the use of funds in customers' non-interest earning accounts?

Yes. We may benefit from having the use of funds in customers' non-interest earning accounts. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as "spread." It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds because funds from all customers' non-interest earning accounts are aggregated both for purposes of reducing our borrowing costs and for investment and because our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

Can you transfer ownership of your account?

No assignment will be valid or binding on us, and we will not be considered to have "knowledge" of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

The Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes, and as a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator account profile information for the duration of the business relationship.

You may opt out of this information sharing by contacting your wireless operator directly.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

**Rights and
responsibilities**

Checking and
savings accounts

Electronic
banking services

Deposits to your account

Are there any restrictions on our accepting deposits to your account?

We may accept a deposit to your account at any time and from any person. When we cannot verify an endorsement, we can refuse to pay, cash, accept for deposit, or collect the *item*. Also, we may require all endorser be present. We may require you to deposit an *item* instead of permitting you to cash it. Checks drawn on credit account or made out to payees not on the account may not be accepted or may be sent for collection. We reserve the right to refuse for deposit or to require to be sent for collection an *item* drawn on a credit account or to a payee not on the account. For a deposit made to your account, we may require an acceptable form of primary identification in order to make such deposit.

What happens if we send an *item* for collection?

We may, upon notice to you, send an *item* for collection instead of treating it as a deposit. This means that we send the *item* to the issuer's bank for payment. Your account will not be credited for the *item* until we receive payment for it.

What are the requirements for a correct endorsement?

An "endorsement" is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Your endorsement (and any other endorsement before the check is deposited) must be in the 1-1/2-inch area that starts on the top of the back of the check (see sample below). Do not sign or write anywhere else on the back of the check.

ENDORSE HERE:

☒ Exact name of payee on check

☐ Signature of person signing on

☐ Payee's behalf (only if payee not an individual)

☐ For deposit only

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

Are we bound by restrictions or notations on checks?

No, we are not bound by restrictions or notations, such as "Void after six months," "Void over \$50," and "Payment in full."

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a "substitute check?"

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

Deposits to your account

What happens if you breach a warranty associated with an *item*?

If you breach any warranty you make to us under the laws governing your account with respect to any *item*, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120 day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. *items*?

A "non-U.S. *item*" is an *item* 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. *item* for deposit to your account or for collection. We may accept non-U.S. *items* on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the *item* on a collection basis even if we have taken physical possession of the *item*.

If we accept a non-U.S. *item*, the U.S. dollar amount you receive for it will be determined by our exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection *item*. If the non-U.S. deposited *item* is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return.

Our funds availability policy does not apply to a non-U.S. *item*.

What is our responsibility for collecting a deposited *item*?

We are responsible for exercising ordinary care when collecting a deposited *item*. We will not be responsible for the lack of care of any bank involved in the collection or return of a deposited *item*, or for an *item* lost in collection or return.

What happens when a deposited or cashed *item* is returned unpaid?

We can deduct the amount of the deposited or cashed *item* from your account (or any other account you maintain with us). We can do this when we are notified that the *item* will be returned. We do not need to receive the actual *item* (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the *item*.

We may place a hold on or charge your account for any check or other *item* deposited into your account if a claim is made or we otherwise have reason to believe the check or other *item* was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the *item* from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited *item*.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to immediately repay any *overdrafts* resulting from the reversed payment.

Are you responsible for assisting us in reconstructing a lost or destroyed deposited *item*?

If a deposited *item* is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the *item*.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Funds availability policy

Your ability to withdraw funds

Our policy is to make funds from your check deposits to your checking or savings account (in this policy, each an "account") available to you on the first *business day* after the day we receive your deposits. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window and at a Wells Fargo ATM, and the first \$400 of a day's check deposits at a teller window and at a Wells Fargo ATM will be available on the day we receive the deposits. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the first *business day* after the day we receive the transfer. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks and other *items* presented for payment and applicable fees that you have incurred.

The first \$400 of a *business day's* check deposits to an analyzed account are not available to you on the day we receive the deposits. Check deposits to an analyzed account are available on the first *business day* after we receive your deposits.

Determining the day of receipt

For determining the availability of your deposits, every day is a *business day*, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a *business day* that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day the deposit was made to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Longer delays may apply

In some cases, we will not make the first \$400 of a *business day's* check deposits available to you on the day we receive the deposits. Further, in some cases, we will not make all the funds that you deposit by check available to you on the first *business day* after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second *business day* after the day of your deposit. The first \$200 of your deposit, however, may be available on the first *business day*.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the *business day* of deposit or the first *business day* after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first *business day* after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last 6 months
- There is an emergency, such as failure of computer or communications equipment

Funds availability policy

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh *business day* after the day of your deposit.

Special rules for new accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Incoming wire transfers, electronic direct deposits, and cash deposited at a teller window and at a Wells Fargo ATM will be available on the day we receive the deposit. Funds from your check deposits will be available on the *business day* after the day we receive the deposits; no funds from a *business day's* check deposits are available on the day we receive the deposits.

If we delay the availability of your deposit the following special rules may apply:

- The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first *business day* after the day of your deposit.
- The excess over \$5,000 and funds from all other check deposits will be available on the seventh *business day* after the day of your deposit. The first \$200 of a day's total deposit of funds from all other check deposits, however may be available on the first *business day* after the day of your deposit.

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this Policy.

Delays on other funds

Funds from any deposit (cash or checks) made at eligible non-Wells Fargo ATMs using a card issued by a Wells Fargo branch located in Iowa¹ will not be available until the third *business day* after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified on our machines as "Wells Fargo."

¹ Also applies to a *card* issued by the National Business Banking Center or Wells Fargo Business Online that is linked to a primary account opened in Iowa.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Available balance, posting order, and overdrafts

How do we determine your account's *available balance*?

Your account's *available balance* is our most current record of the amount of money available for your use or withdrawal. We use the *available balance* to authorize your transactions during the day (e.g., debit card purchases and ATM withdrawals). We also use the *available balance* to pay your transactions in our nightly processing. We calculate your *available balance* as follows:

- We start with the ending daily account balance from our prior *business day* nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process.
- We add "pending" deposits that are immediately available for your use (including cash deposits, electronic direct deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract "pending" withdrawals that we have either authorized (such as debit card purchases and ATM withdrawals) or are known to us (such as your checks and preauthorized automatic ACH withdrawals that we receive for payment from your account) but have not yet processed.

Important note: The *available balance* does **not** reflect every transaction you have initiated or previously authorized. For example, your *available balance* **may not include** the following:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have **not** received for payment or received too close to our nightly processing to include in your *available balance*).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.
- Debit card transactions that have been previously authorized but not sent to us for final payment. We must release the transaction authorization hold after 3 *business days* (or up to 30 *business days* for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) even though the transaction may be sent for payment from your account, which we must honor, at a later date.

How do we process (post) transactions to your account?

We process transactions each *business day* (Monday through Friday except federal holidays) during a late night process. Once we process your transaction, the results are "posted" to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

First, we determine the *available balance* in your account (as described above) that can be used to pay your transactions.

NOTE: Certain "pending" transactions can impact your *available balance*:

- Cash deposits or transfers from another Wells Fargo account that are made AFTER the displayed cutoff time (where the deposit was made) will be added to your *available balance* if they are made **before** we start our nightly process.
- Your *available balance* will be reduced by "pending" withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. These pending withdrawals may be sent to us for payment at a later date. In some circumstances, these transactions may be paid into *overdraft* if other posted transactions or fees have reduced your balance before the pending transactions are presented for payment.

Available balance, posting order, and overdrafts

Then, we sort your transactions into categories before we process them.

- First, we credit your account for deposits, including cash and check deposits and incoming transfers, received before the cutoff time at the location the deposit or transfer was made.
- Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Business Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your account. For some transactions, such as Business Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.
- Finally, we use your remaining funds to pay your checks and preauthorized automatic ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time that they are received by us. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

Finally, if the **available balance** in your account is not enough to pay all of your transactions, we will take the following steps:

- **First use Overdraft Protection (if applicable):** We will transfer/advance available funds from a savings and/or credit account you have linked to your checking account for Overdraft Protection (described on p.22).
- **Then, decide whether to pay your transaction into *overdraft* or return it unpaid:** At our discretion, we may pay a check or automatic payment into *overdraft*, rather than returning it unpaid. This is our standard overdraft coverage. If we pay the transaction into *overdraft*, it may help you avoid additional fees that may be assessed by the merchant. Debit card transactions presented to us for payment (whether previously approved by us or not) will be paid into *overdraft* and will not be returned unpaid, even if you do not have sufficient funds in your account.

IMPORTANT INFORMATION ABOUT FEES:

Fees may be assessed with each *item* paid into *overdraft* or returned unpaid subject to the following:

- A single Overdraft Protection Transfer or Advance Fee will be assessed when we need to transfer/advance funds from your linked account(s) into your checking account, but only if the transfer/advance helped you avoid at least one *overdraft* or returned *item*.
- If both the ending daily account balance and *available balance* are overdrawn by \$5 or less and there are no *items* returned for non-sufficient funds — after we have processed all of your transactions — we will not assess an *overdraft* fee on the *item(s)*.
- We limit the number of *overdraft* and/or returned *item* (non-sufficient funds/NSF) fees to no more than 8 for business accounts per *business day*.
- Any *overdraft* or returned *item* fees assessed are deducted from your account during the morning of the next business day following our nightly process.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Available balance, posting order, and overdrafts

What is Overdraft Protection?

When you enroll in Overdraft Protection, we transfer/advance available funds in your linked account(s) to your checking account when needed to cover your transaction(s). You can link up to two accounts (one savings, one credit) but we will charge you only one fee, even if we need to move money from more than one account. Also, we will not charge a fee unless the transfer/advance helped you avoid at least one *overdraft* or returned *item*. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from the linked savings account.

- **Transfers from linked savings account.** We will transfer the amount needed (including funds to cover the transactions and the transfer fee) from the available money in your linked savings account or a minimum of \$25. The Overdraft Protection Transfer Fee (if any) will be charged to your checking account.
- **Advances from linked credit card or line of credit.** We will advance the exact amount needed from the available credit in a linked credit card or a minimum of \$25. The Overdraft Protection Advance Fee (if any) will be charged to your credit card account. Advances from an eligible linked Wells Fargo line of credit are made in increments of \$100 or \$300 (specific details will be provided when you link accounts) and the Overdraft Protection Advance Fee will be charged to the checking account.

What is Debit Card Overdraft Service?

Your eligible checking account is automatically enrolled in this optional *service*. The *service* allows Wells Fargo to approve (at our discretion) your ATM and everyday (one-time) debit card transaction if you do not have enough money to cover your transaction in your checking account or in accounts linked for Overdraft Protection. With this *service*, we may approve these transactions into *overdraft* and allow you to continue with your ATM withdrawal or everyday debit card transaction. However, if you do not make a covering deposit or transfer before the posted cutoff time (where the deposit or transfer is made), *overdraft* fees will be assessed.

If you remove this *service* and you do not have enough money in your checking account (or in accounts linked for Overdraft Protection), your ATM or everyday debit card transaction will not be approved. In addition, no *overdraft* fees will be assessed on ATM or everyday debit card transactions that are paid from your account, even if you no longer have sufficient funds to cover previously approved transactions.

What is Wells Fargo's standard overdraft coverage?

Our standard overdraft coverage is when, at our discretion, we pay checks or automatic payments (such as ACH payment) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If you ask us to remove our standard overdraft coverage from your account, the following will apply if you do not have enough money in your account or accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and assess a non-sufficient funds (NSF) returned *item* fee and you could be assessed additional fees by merchants.
- We will not authorize transactions such as ATM withdrawals or everyday debit card purchases into overdraft.

Available balance, posting order, and overdrafts

- We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into *overdraft* and charge an overdraft fee.

What is your responsibility if your account has an *overdraft*?

If you have an *overdraft* on your account (including transactions we have paid on your behalf into *overdraft*, plus any fees), you must make a deposit or transfer promptly to return your account to a positive balance.

If you fail to bring your checking account to a positive balance, we will close your account. Also we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorney's fees and expenses) we incur.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Setoff and Security Interest

Are we allowed to use the funds in your accounts to cover debts you owe us?

Yes, we have the right to apply funds in your accounts to any debt you owe us. This is known as "setoff." When we setoff a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A "debt" includes any amount you owe individually or together with someone else both now or in the future. It includes any *overdrafts* and our fees. We may setoff for any debt you owe us that is due or past due as allowed by the laws governing your account. If your account is a joint account, we may setoff funds in it to pay the debt of any joint owner.

If your account is an unmatured time account (or CD), then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

Do you grant us a security interest in your accounts with us?

Yes, to ensure you pay us all amounts you owe us under the Agreement (e.g., *overdrafts* and fees), you grant us a lien on and security interest in each account you maintain with us. By opening and maintaining each account with us, you consent to our asserting our security interest should the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any other security interest you may have granted to us.

Can you grant anyone else a security interest in your accounts with us?

No, you may not grant a security interest in, transfer, or assign your accounts to anyone other than us without our written agreement.

Bank fees and expenses; Earnings allowance

Are you obligated to pay our fees?

Yes, you agree to pay us in accordance with our Business Account Fee and Information Schedule. You also agree to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on our net income.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees and expenses and taxes incurred in connection with your account and any service. If there are non-sufficient funds in your account to cover the debit, we may create an *overdraft* on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing your account, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

If an earnings allowance accrues on your account, do we apply it to our fees and expenses?

Yes, if an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest will be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account. The earnings allowance applied as a credit against fees and expenses will be reported as income to the IRS, state, and local tax authorities if required by applicable law and you are responsible for any federal, state or local taxes due on the credited earnings allowance.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Additional rules for checks and withdrawals

What identification do we request to cash checks presented over-the-counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Are we responsible for reviewing checks for multiple signatures?

No, we are not responsible for reviewing the number of signatures required on your account. If you have indicated that more than one signature is required, we will not be liable if a check does not meet this requirement.

Are we required to honor dates and special instructions written on checks?

No, we may, without inquiry or liability, pay a check even if it

- Has special written instructions indicating we should refuse payment (e.g., "Void after 30 days" or "Void over \$100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes, if you use a facsimile or mechanical signature (including a stamp), any check appearing to use your facsimile or mechanical signature will be treated as if you had actually signed it.

Are you liable if you pay a consumer ACH debit entry on my account?

No, under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account (each, a "consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

Issuing stop payment orders and post-dated checks

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payee(s) name(s), and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.

What is the effective period for a stop payment order?

A stop payment order on a check is valid for 6 months. We may pay a check once a stop payment order expires. You must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes, even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check.

How can you prevent a post-dated check from being paid before its date?

A "post-dated" check is a check you issue with a date in the future. We are not responsible for waiting to honor the check until that date, unless you instruct us to do so through the use of a stop payment order for the check. You are responsible for notifying us to cancel the stop payment order when you are ready to have that check paid.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Issuing stop payment orders and post-dated checks

How do you stop payment for preauthorized electronic fund transfers?

If you have told us in advance to make a regular payment from your account, you can stop the payment by:

Calling Wells Fargo National Business Banking Center at 1-800-CALL-WELLS (1-800-225-5935), or writing to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995, in time for us to receive your request 3 *business days* or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for every stop payment order you request.

Liability for failure to stop payment: If you order us to stop one of these payments 3 *business days* or more before your scheduled transfer, and we do not do so, we will be liable for your losses or damages.

Purchase transactions: A stop payment may not be requested on a purchase transaction.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide a rate sheet listing the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except Time Accounts (CDs). We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances (tiered-rate account). We may pay the same interest rate on more than one tier. The tiers and corresponding interest rates are disclosed in the rate sheet.

How do we calculate earned interest?

We calculate interest using the daily collected balance method. This method applies a daily periodic rate to the collected balance in your account each day. Interest is calculated using a 365-day year.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same *business day* a deposit is credited to your account. If you deposit an *item* such as a check, interest begins accruing on the *business day* we receive credit for the *item*.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period. The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require notice of withdrawal from your savings account?

Yes, we have the right to require 7 days written notice before you withdraw money from your savings account.

Are you required to obtain a tax identification number certification?

Yes, in most instances, Treasury regulations require us to obtain a Taxpayer Identification Number ("TIN") for each account. To avoid backup withholding tax on accounts that earn interest or dividends, you are required to submit Internal Revenue Service ("IRS") Form W-9 or Form W-8BEN and supporting information and/or documentation to us. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If you are a non-resident alien as defined by the IRS, you must provide a Form W-8BEN. Other types of Form W-8 plus additional documentation may be required if you are a foreign partnership, foreign government, or are claiming an exemption based on Effectively Connected Income.

Until we have received the Form(s) W-9 or W-8BEN completed and signed per IRS Regulations, or any other required forms, we will pay interest and comply with the backup withholding requirements of the IRS.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Interest earning accounts

If you own your account as a sole proprietor, upon your death, we must be provided with the estate's or successor's TIN or we may either refuse to pay interest earned on your account since the date of your death or withhold a portion of the interest that has been earned on your account since the date of your death.

Regulation D savings account transaction limit and other limited activity

Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of 6 per monthly fee period.

Limited by Regulation D:

- Transfers by phone using our automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including Bill Pay and person-to-person payments).
- Overdraft Protection transfers to a checking account
- Pre-authorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to your account and not when they are written)
- Debit or ATM card purchases that post to the savings account

Limited by Wells Fargo:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Outgoing wires whether made in person, on the telephone, or online

Not limited:

Except as limited above, there is no limit on the following in-person transactions at a Wells Fargo ATM or banking location

- Transfers between your Wells Fargo accounts
- Withdrawals
- Any types of deposits

What happens if you exceed the limit?

If you exceed the limit stated above, you will be charged an excess activity fee (see the Business Account Fee and Information Schedule). If the limit is exceeded on more than an occasional basis, Wells Fargo may be required to convert the savings account to a checking account, which would discontinue any Overdraft Protection it might be providing to another account, or close the account.

If the withdrawal and transfer limit is reached, we may decline withdrawals and transfers for the remainder of the monthly fee period to help you avoid a fee and account conversion or closure.

What is a fee period? (Only business non-analyzed and savings accounts)

The fee period is used to count the number of posted transactions before charging fees for some transactions (including the excess activity fee) during that period. The dates of your fee period are located in the section on your statement called "Monthly service fee summary" for each account.

Time Accounts (CDs)

What are Time Accounts?

Time Accounts (CDs) are payable at the expiration of a specified term, no less than 7 calendar days after the date of deposit. We may also refer to a Time Account as a "CD" or a "Certificate of Deposit," even though a certificate does not represent a Time Account. The CD's maturity date is the last day of the term for the CD. The maturity date is printed on your receipt.

When can you withdraw funds from your CD?

You may withdraw funds from your CD on the maturity date without a fee or penalty. You may also generally withdraw funds without a fee or penalty within the 7 calendar days after the maturity date (grace period). You may be charged a fee or penalty if you make a withdrawal at any other time. See the "Time Accounts (CDs)" section of the Business Account Fee and Information Schedule for details.

Can you deposit additional funds into your CD?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your CD matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your CD renew?

Your CD will automatically renew at maturity.

- Typically for a like term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new CD of the same term and amount, unless we have notified you otherwise.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Debit cards and ATM cards

This part describes ways to use *services* linked to an account using a business debit, ATM, or deposit card. Some *services* may not be available at all locations. We may require you to sign additional documentation to obtain a *card*. You will receive terms and conditions applicable to your *card* when you receive the *card*. In the event of a conflict between the terms and conditions and the Agreement, the terms and conditions will control. Additional disclosures applicable to these *services* are provided in the Business Account Fee and Information Schedule.

Issuance of a *card* and Personal Identification Number (PIN)

We may issue a *card* to each account owner to access your accounts. If you do not select a PIN when you request your *card*, we will send you a randomly selected PIN.

Protection of *card* and PIN

You should securely protect your *card* and PIN from loss or theft. Each cardholder must have his or her own unique PIN for the *card* and is responsible for maintaining confidentiality of the PIN. Memorize the PIN. Never write the PIN on the *card* or share it with anyone, including our employees. Never allow anyone else to use the *card* or PIN. If the *card* or PIN is given to another person, the account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the *card* or PIN. Notify us immediately if the *card* is lost or stolen, or is no longer secure.

Business instant issue debit card

The business instant issue debit card is a temporary debit card. We will deactivate the business instant issue debit card either when you activate your permanent business debit card or 30 days after we issue your temporary business debit card.

Linking accounts for *card* access and designating primary account

Linking lets you add accounts you own (e.g., checking, savings, credit card) to a business debit or business ATM card, giving you access to make transactions on multiple accounts with one card at Wells Fargo ATMs. At most ATMs, you only have access to accounts linked to your card. At certain ATMs inside Wells Fargo branches, however, you may be able to access and perform transactions on accounts that are not linked to your card.

If you link only one account of a single type (e.g., checking or savings accounts) to the *card*, that linked account is automatically designated as the "primary" account for purposes of electronic fund transfer *services*. The primary account for a business debit card must be a qualified business checking account. If the primary business checking account linked to the *card* should be closed or delinked for any reason, we may designate any additional qualified business checking account that is linked to the *card* as the primary account on the *card*. If no additional qualified business checking account is linked to the *card*, the business debit card linked to the closed checking account will be cancelled. If the *card* is linked to other business checking or savings accounts, the *card* will be cancelled and a business ATM card will be mailed to the cardholder. The money for purchases and payments made with your *card* is deducted from the primary checking account. Cash withdrawals using a *card* at a non-Wells Fargo ATM are deducted from the primary checking or savings account.

Debit cards and ATM cards

If you link more than one account of a single type to the *card*, you may designate a primary account and other accounts. If you do not designate one account as the primary account of a particular type of account, the first account of that type linked to your *card* is considered the primary account for that type of account. If a primary account linked to the *card* is closed or delinked for any reason, we will designate another linked account (if applicable) as the new primary account. If this linked account is a savings account, your debit card will be closed and you can request an ATM card. We will determine the number and type of accounts you can link to your *card*.

Using a *card* to access linked credit card and line of credit accounts at ATMs

If you link your Wells Fargo credit card account or eligible line of credit account to the *card* (linked credit account), you may use the *card* to access the linked credit account at any Wells Fargo ATM. You can use the *card* to obtain cash or transfer funds from the linked credit account, as long as the linked credit account is in good standing and has available credit. Cash withdrawals and transfers of funds from your linked credit account are treated as cash advances. Each of these transactions is subject to the provisions of the applicable credit card account agreement or line of credit account agreement, including daily limits and cash advance fees.

You must notify us in case of errors or questions about your Wells Fargo credit card bill. If you think your bill is wrong or if you need more information about a transaction on your bill, write to us at: Wells Fargo Card Services, P.O. Box 522, Des Moines, IA, 50302-9907. You also may call us at the telephone number listed on your account statement. However, you must write to us to preserve your billing rights. Please consult your applicable credit account agreement for complete information on the terms and conditions applicable to your linked credit account, including the rules relating to cash advances from, and payments to, your linked credit accounts.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Debit cards and ATM cards

Using your card

The tables below show how you can use your *card* to make purchases and payments, make transfers, and use ATMs.

Note: some *services* described below may not be available at all ATMs.

| How you can purchase or pay | | | |
|---|---------------------|--------------------------------|-----------------------|
| Actions | Business debit card | Business ATM card ¹ | Business deposit card |
| Use your <i>card</i> at merchants accepting payments through a network in which we participate (e.g. Visa® and MasterCard®) | ✓ | ✓ | |
| Pay bills directly to a merchant or other provider using your <i>card</i> | ✓ | | |
| Request cash back when making a purchase using your PIN at merchants who offer this service | ✓ | ✓ | |
| Use your <i>card</i> through a mobile device at merchants who accept mobile payments | ✓ | | |

| Where you can withdraw money | | | |
|--|---------------------|-------------------|-----------------------|
| Actions | Business debit card | Business ATM card | Business deposit card |
| Wells Fargo ATMs and Wells Fargo Bank locations | ✓ | ✓ | |
| Non-Wells Fargo ATMs (fees may apply) | ✓ | ✓ | |
| Non-Wells Fargo banks that accept Visa-branded cards with a teller assisted transaction (fees may apply) | ✓ | | |

¹ Purchases made using a business ATM card are available at merchants accepting payments through networks in which we participate and require a PIN to authorize the purchase.

Debit cards and ATM cards

| What you can do at Wells Fargo ATMs | | | |
|---|---------------------|-------------------|-----------------------|
| Actions | Business debit card | Business ATM card | Business deposit card |
| Make deposits to your accounts ² | ✓ | ✓ | ✓ |
| View your account balances | ✓ | ✓ | |
| Withdraw cash | ✓ | ✓ | |
| Transfer funds between your accounts | ✓ | ✓ | |
| Make payments to a Wells Fargo credit card | ✓ | ✓ | |
| Get a statement of the last 10 transactions (fees may apply) | ✓ | ✓ | |
| Get a statement of the balances of your accounts (fees may apply) | ✓ | ✓ | |
| Purchase U.S. postage stamps (fees apply) | ✓ | ✓ | |
| Choose how you want to receive your ATM receipt: printed, emailed to the address on file or to your Wells Fargo Online® secure inbox, or texted to your mobile phone number on file (mobile carrier message and data rates may apply) | ✓ | ✓ | ✓ ³ |

| What you can do at non-Wells Fargo ATMs ⁴ | | | |
|--|---------------------|-------------------|-----------------------|
| Actions | Business debit card | Business ATM card | Business deposit card |
| View your account balance (fees may apply) | ✓ | ✓ | |
| Withdraw cash (fees may apply) | ✓ | ✓ | |
| Make deposits at certain non-Wells Fargo ATMs (using a card issued by a branch located in Iowa ⁵) (fees may apply) | ✓ | ✓ | ✓ |

| How you can receive electronic credit transfers | | | |
|--|---------------------|-------------------|-----------------------|
| Actions | Business debit card | Business ATM card | Business deposit card |
| Receive transfers, such as those through card networks or funds transfer systems | ✓ | | |

Statements at ATMs should not be used in place of the account statement for balancing or verifying the actual account balance.

² The business deposit card and associated PIN can be used only to make ATM deposits. The card can be issued to an *authorized signer* on the business accounts. It also can be issued to a non-*authorized signer* at the request of an *authorized signer*. When the card is used to make an ATM deposit, account balances are neither displayed on the ATM screen nor printed on the ATM receipt. The card PIN cannot be used for authentication for phone or online access.

³ Business deposit cards are able to only receive printed receipts.

⁴ Non-Wells Fargo ATMs are part of ATM networks owned or operated by other financial institutions. You can use your Card to withdraw cash and check balances for the accounts linked to your Card as primary checking and primary savings. Note: 1) Some non-Wells Fargo ATMs may not give you the option of choosing which Account to access or may only let you access one of these two accounts. 2) Market rate or money market savings accounts generally cannot be designated as primary savings on your Card. 3) Some transactions may not be available at all ATMs, may be different from those available at Wells Fargo ATMs, or may be limited to any withdrawal limit(s) set by the non-Wells Fargo ATM.

⁵ Also applies to a card issued by the National Business Banking Center or Wells Fargo Business Online that is linked to a primary account opened in Iowa.

Introduction
Resolving disputes through arbitration
Important legal information
Statements and error notifications
Rights and responsibilities
Checking and savings accounts
Electronic banking services

Debit cards and ATM cards

ATM and merchant terminal malfunctions

We are not responsible for damages resulting from an ATM or merchant terminal malfunction. You will promptly notify us if a Wells Fargo ATM fails to dispense the correct amount of cash or provide a receipt by calling or writing us at the telephone number or address provided on your account statement.

Fees for use of card

We will charge a fee for each non-Wells Fargo ATM transaction you perform (except for deposits or as waived by the terms of your account). In addition, the non-Wells Fargo ATM owner/operator will also charge a fee (unless waived by the terms of your account). This fee is included in the total transaction amount that is withdrawn from your account. Transactions will be limited to any withdrawal limits set by the non-Wells Fargo ATM.

We will charge a fee if you make an over-the-counter (teller assisted) cash disbursement at a non-Wells Fargo bank that accepts Visa-branded cards. Some merchants may assess a fee when you use your *card* for a purchase. This fee will be included in the total purchase amount.

Additional fees applicable to use of the *card* are provided in the Business Account Fee and Information Schedule.

Daily limits and funds available for use with cards

You may use your *card* subject to 1) your daily ATM withdrawal limit and daily purchase limit, and 2) your *available balance* in your account. The following rules apply:

- **Limits on dollar amounts**

- Daily ATM withdrawal limit is the maximum amount of cash you can withdraw from any combination of accessible accounts using your *card*. At certain ATMs inside Wells Fargo branches, your daily ATM withdrawal limit may not apply during branch hours.
- Daily purchase limit is the maximum U.S. dollar amount of purchases (including cash back, if any) that can be debited from your account.
 1. In certain circumstances, we may allow debit card transactions that exceed your daily purchase limit.
 2. If your daily purchase limit is more than \$99,999, you may ask that the merchant process multiple transactions to complete a purchase above this amount.

- **Limits for your card:**

We provide you your daily ATM withdrawal and purchase limits when you receive your *card*. You can confirm your *card's* daily limits by calling us at the number listed in the "How to reach Wells Fargo" section, or by viewing them on the "Profile" page in the "Account Activity" tab in online banking.

- **Changes to your card limits:**

We may, without telling you, change your daily purchase or ATM withdrawal limit based on account history, activity, and other factors.

- **Definition:**

For purposes of the daily limits only, a "day" is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is made in another time zone, it will be processed when we receive it.

- **Other limits**

There is generally no limit on the number of times the *card* may be used each day as long as the applicable daily ATM withdrawal limit and daily purchase limit are not exceeded and there is a sufficient *available balance* in any combination of your deposit accounts accessed for withdrawal.

Debit cards and ATM cards

- If the ATM transaction or purchase would create an *overdraft* on the account, we may, in our sole discretion, take any of the actions described in the section of the Agreement titled "Available balance, posting order, and overdrafts." The availability of deposits for withdrawal is described in the funds availability policy.
- When we approve a transaction or purchase, we call that an "authorization." We may limit the number of authorizations we allow during a period of time (e.g., if we notice out-of-pattern use of your *card*, suspected fraudulent or unlawful activity, or internet gambling). For security reasons, we cannot explain the details of the authorization system. If we do not authorize the payment, we may notify the person who attempted the payment that has been refused. We will not be responsible for failing to give an authorization.

Illegal transactions

You must not use your *card* or account for any illegal purpose or Internet gambling. You must not use your *card* or account to fund any account that is set up to facilitate Internet gambling. We may deny transactions or authorizations from merchants who are apparently engaged in or who are identified as engaged in the Internet-gambling business.

Using your *card* through a mobile device

A "mobile device" means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your *card* or *card* number ("digital card number") and use that digital card number to make *card* transactions.

When you use your *card* with your mobile device for transactions:

- Mobile carriers may charge you message and data rates, or other fees
- Your *card* information is sent across wireless and computer networks
- Information about your mobile device may be transmitted to us
- You should secure the mobile device the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it.
- Please notify us promptly if your mobile device containing your digital card number is lost or stolen.

When you use your *card* with your mobile device for transactions, third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may 1) use and receive your digital card number, and 2) receive information about your mobile device.

If you have enrolled in Overdraft Protection and/or Debit Card Overdraft Service, those terms will apply to card transactions made through a mobile device. For additional information, please see the section on "Available balance, posting order, and overdrafts".

We may, at any time, partially or fully restrict your ability to make *card* transactions through a mobile device. If you want to remove your digital card number from your mobile device, please contact Wells Fargo National Business Banking Center 1-800-CALL-WELLS (1-800-225-5935).

One-time access codes

Upon your request, we may provide you with a secure, one-time access code. This access code (when used together with the PIN associated with your eligible *card*) allows you to access your accounts for certain transactions at certain Wells Fargo ATMs. An access code is temporary and can be used only once. Use of an access code with the associated PIN is equivalent to use of the *card* at a Wells Fargo ATM.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Debit cards and ATM cards

Visa Account Updater service

If you give your debit card number to a merchant with authorization to bill it for recurring payments, or to keep it on file for future purchases or payments, and your debit card number or expiration date changes, you should notify the merchant with your new *card* information. We subscribe to the Visa Account Updater Service (VAU Service) and provide updated *card* information to the VAU Service. If a merchant participates in the VAU Service, that merchant will receive the updated *card* information. Changes to your *card* number due to reported fraud will not be provided to the VAU Service. Because not all merchants subscribe to the VAU Service, we recommend you notify each merchant of your new *card* number and/or expiration date to ensure your payments continue uninterrupted.

Authorization holds for *card* transactions

For all *card* purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your *card* when we obtain an authorization request. We refer to this temporary hold as an "authorization hold." The funds subject to the hold will be subtracted from your *available balance*.

We can place an authorization hold on your account for up to 3 *business days* (or for up to 30 *business days* for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) from the time of the authorization or until the transaction is paid from your account. However, if the merchant does not submit the transaction for payment within the time allowed, we will release the authorization hold. This means your *available balance* will increase until the transaction is submitted for payment by the merchant and posted to your account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you will spend. If this happens, we must honor the prior authorization and will pay the transaction from your account. For example, a restaurant submits the authorization request for your meal before you add a tip.

Note: You might end up overdrawing the account even though the *available balance* appears to show there are sufficient funds to cover your transaction. For example, if a merchant does not submit a one-time debit card transaction for payment within 3 *business days* (or within 30 *business days* for certain types of debit or ATM card transactions, such as car rental, cash, and international transactions) of authorization, we must release the authorization hold on the transaction even though we will have to honor the transaction. The transaction will be paid from the funds in the account when we receive it for payment.

You should record and track all of your transactions closely to confirm your *available balance* accurately reflects your spending of funds from the account linked to your *card*.

Handling preauthorized payments

The following explains your rights for payments scheduled through your debit card:

- **One-time purchases:** Stop payments cannot be requested on one-time purchases made using a card linked to a business deposit account.
- **Recurring debits:** If a cardholder has told a merchant or other billing entity in advance to make recurring debits to his or her business debit card, the Cardholder can stop any of these debits by contacting the merchant or other billing entity directly to cancel or discontinue any scheduled or recurring bill payment. Some merchants require an advance notice to discontinue scheduled or recurring payments, so we recommend a cardholder allow sufficient advance time for any changes to his or her payment service.

Debit cards and ATM cards

Transactions outside the United States

If a *card* is used to make an ATM withdrawal or a purchase outside the United States, the network handling the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network (e.g., Visa, MasterCard) in U.S. dollars.

Ending your *card* use

Your *card* is our property. We may cancel your *card* at any time without notice to you. You may cancel your *card* at any time by writing to us at the address provided in your account statement. If the account is closed or the *card* is cancelled, you will immediately destroy the *card(s)* and, upon request, tell us in writing that the *card(s)* has been destroyed. If requested, you must immediately return the *card(s)* to us. If the *card* is cancelled, you must pay for any *card* transactions made before the *card* is cancelled.

Zero Liability protection (*card* transactions only)

Your *card* comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your *card* or *card* number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions made using your *card* or *card* number.

If you notify us about the unauthorized transaction **within 60 days** of when the first account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the account.

If you notify us about the unauthorized transaction **after 60 days**, we may not reimburse you for unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholders has contributed to the transaction in question.

The following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- by a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account;
- by a person you have authorized to use your *card*, even if that person has exceeded the authority you gave;
- a merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation;
- that resulted from inadequate internal control in your organization.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Debit cards and ATM cards

If you suspect that your *card* has been lost or stolen, or that an unauthorized transaction has been made with the *card* or the *card* number issued to you, notify us as soon as possible by calling Wells Fargo National Business Banking Center at 1-800-CALL-WELLS (1-800-225-5935) or the number listed on your account statement. The sooner you notify us, the sooner we can protect the linked accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability protection, as defined above.

Phone Bank Services

How do we verify your identity when you call?

If you have an assigned PIN (for business ATM card, debit card, or PIN only account use), we use your PIN to confirm your identity to allow you to use the automated phone bank system.

If a PIN has not been assigned or if you do not use the automated phone bank system, we will ask for and use a variety of information to verify your identity.

Are we allowed to cancel your PIN?

Yes, we may cancel your PIN at any time without notice. If you use a PIN that is not associated with a *card*, you must use it at least once every 6 months to ensure we do not cancel your PIN due to inactivity.

How can I change my PIN?

If you do not know your PIN, you may change your PIN at a banking location or by calling Wells Fargo National Business Banking Center at 1-800-CALL-WELLS (1- 800-225-5935) to request the mailing of a new randomly selected PIN.

If you know your PIN, you may use the automated phone system or ATM to change your PIN.

Authorization

You authorize us to comply with any request of a caller using Wells Fargo's telephone banking *services*, including without limitation a request to transfer funds between or among your accounts, provided we authenticate the caller in compliance with one of the security procedures described above.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Termination of electronic banking privileges

All of your electronic banking privileges will be terminated if your account is closed. Wells Fargo, you, or an *authorized signer* may terminate specific electronic banking *services* without closing your account. A *service* may be terminated by calling or writing Wells Fargo at the number or address provided in the Business Account Fee and Information Schedule or on the statement for your account.

Funds transfer services

The following terms and conditions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers. As used in these terms and conditions, a funds transfer does not include a transaction made using a Wells Fargo issued card. Examples of covered funds transfers are a preauthorized automatic transaction (ACH) like your car or mortgage payment, and wire transfers.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an "ACH"), and Clearing House Interbank Payments System (CHIPS).

Notice of receipt of funds

We will notify you of funds electronically debited or credited to your account through the account statement for your account covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt.

Reliance on identification numbers

If an instruction or order to transfer funds describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous, and you will notify us of the facts within a reasonable time not exceeding 14 days after you have received notice from us that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders (e.g., an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order. We will rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order. You could lose the funds if you provide incomplete or inaccurate information.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Funds transfer services

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights as to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of *items* written or authorized by you.

Under the ACH Rules, the Bank can return any non-consumer ACH debit entry as unauthorized until midnight of the *business day* following the *business day* the Bank posts the entry to your account. In order for the Bank to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. If you do not timely notify us of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Notes

Notes

Notes

| How to reach Wells Fargo | |
|--|---|
| Wells Fargo accepts Telecommunications Relay Services calls. | |
| Wells Fargo Business Online® | Visit wellsfargo.com/biz or call 1-800-956-4442 |
| Account assistance/customer inquiry (National Business Banking Center) | 1-800-CALL-WELLS (1-800-225-5935) |
| Spanish-speaking customers | 1-877-337-7454 |
| TTY/TDD for deaf and hard-of-hearing customers | 1-800-877-4833 |
| Wells Fargo Mobile® | Visit wellsfargo.com/biz/mobile/ or call 1-866-863-6762 |
| Customers outside the U.S. | Visit wellsfargo.com/help/international-access-codes to view a list of our International Access Codes. |

For all other accounts, please refer to your statement for contact information.

This Agreement governs *business deposit accounts* maintained at Wells Fargo Bank, N.A. and Wells Fargo Bank Northwest, N.A.

© 2017 Wells Fargo Bank, N.A.
Wells Fargo Bank Northwest, N.A.
All rights reserved. Members FDIC.

BBG5755 (4-17)



Printed on Recycled Paper

EXHIBIT D

**WELLS
FARGO**

Consumer Account Agreement

**Important legal
information, disclosures,
and terms you need
to know**

Effective April 24, 2017

Together we'll go far



Table of contents

| | | |
|--|----|--|
| Introduction | 1 | Introduction |
| Words with specific meanings | 1 | |
| Resolving disputes through arbitration | 3 | Resolving disputes through arbitration |
| Important legal information | 5 | Important legal information |
| Statements and other information relating to your deposit account | 6 | Statements and other information |
| Rights and responsibilities | 10 | Rights and responsibilities |
| Checking and savings accounts | | Checking and savings accounts |
| Deposits to your account | 14 | |
| Funds availability policy | 16 | |
| Available balance, posting order, and overdrafts | 18 | |
| Set-off and security interest | 22 | |
| Additional rules for checks and withdrawals | 23 | |
| Issuing stop payment orders and post-dated checks | 24 | |
| Your account ownership | 26 | |
| Interest earning accounts | 29 | |
| Time Accounts (CDs) | 31 | |
| Electronic banking services | | Electronic banking services |
| Electronic fund transfer services | 32 | |
| General rules for electronic fund transfer services | 32 | |
| Debit cards and ATM cards | 35 | |
| Electronic fund transfer disclosures | 42 | |
| Phone Bank Services | 45 | |
| Funds transfer services | 46 | |

Introduction

Welcome to Wells Fargo

You have many choices when selecting a financial institution, and we are glad you chose Wells Fargo Bank, N.A. We value our relationship with you and hope we answered all your questions when you opened your account. Please review this booklet for further details regarding your account and related services.

What words do we use to refer to the customer, this booklet, and Wells Fargo?

- The customer is the "account owner," "you," "your," or "yours," and "authorized signer."
- Wells Fargo Bank, N.A. is "Wells Fargo," "we," "us," or "our."
- This booklet and the disclosures listed below constitute the "Agreement":
 - The Consumer Account Fee and Information Schedule ("Schedule"), which explains our fees and provides additional information about our accounts and services,
 - Our Privacy Policy,
 - Our rate sheet for interest-earning accounts, and
 - Any additional disclosures we provide to you about your account and related services.

Words with specific meanings

Certain words have specific meanings and are italicized throughout this booklet. These words and their meanings are in this section.

Authorized signer

A person you have authorized to use your account even if they have not signed your signature card or other documents.

Available balance

Your account's *available balance* is our most current record of the amount of money available for your use or withdrawal. For more information, please see the section entitled "How do we determine your account's *available balance*?" in the Agreement.

Business day

Every day is a *business day* except Saturday, Sunday, and federal holidays.

Card

This term includes every type of consumer debit card and ATM card we may issue. This term does not include any prepaid cards.

Item

An *item* is an order, instruction, or authorization to withdraw or pay funds or money from an account. Examples include a check, draft, and an electronic transaction (including Automated Clearing House (ACH), an ATM withdrawal, and a purchase using a *card* to access an account). An *item* also includes a purported order, instruction, or authorization to withdraw or pay funds or money from an account, unless otherwise prohibited by law or regulation.

Overdraft

An *overdraft* is a negative balance in your account.

Introduction

What information does the Agreement contain?

The Agreement

- Explains the terms of your banking relationship with Wells Fargo,
- Is the entire Agreement between Wells Fargo and you for your account and any services,
- Replaces all prior agreements including any oral or written representations, and
- Includes legal information about your banking relationship with Wells Fargo.

You are responsible for ensuring that any *authorized signer* on your account(s) is familiar with the Agreement.

We suggest you retain a copy of the Agreement — and any further information we provide you regarding changes to the Agreement — for as long as you maintain your Wells Fargo accounts.

Are we allowed to change the Agreement?

Yes, we can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a "modification."

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message within your account statement or any other appropriate means.

Waiver of a term of the Agreement: We may agree in writing to waive a term of the Agreement, including a fee. This is called a "waiver." We may revoke any waiver upon notice to you.

How do you consent to a modification to the Agreement?

You consent to a modification to the Agreement if you continue to use your account after a modification becomes effective or a waiver is revoked.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with such laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

Who will we communicate with about your account?

We may provide you or an *authorized signer* with information about your account. When we receive information from an *authorized signer*, we treat it as a communication from you. You agree to notify us promptly in writing if an *authorized signer* no longer has authority on your account.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

If you have a dispute, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either Wells Fargo or you can initiate arbitration as described in this section.

Definition: Arbitration means an impartial third party will hear the dispute between Wells Fargo and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A "dispute" is any unresolved disagreement between Wells Fargo and you. A "dispute" may also include a disagreement about this Arbitration Agreement's meaning, application, or enforcement.

Wells Fargo and you each agrees to waive the right to a jury trial or a trial in front of a judge in a public court. This Arbitration Agreement has only one exception: Either Wells Fargo or you may still take any dispute to small claims court.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Wells Fargo or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party's costs and expenses for compelling arbitration.

Can either Wells Fargo or you participate in class or representative actions?

No, neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general.

If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

What rules apply to arbitration?

Wells Fargo and you each agrees that

- The American Arbitration Association (AAA) will administer each arbitration and the selection of arbitrators according to the AAA's Consumer Arbitration Rules (AAA Rules).
- If there are any differences between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement applies. If this Arbitration Agreement is in dispute, the arbitrator will decide whether it is enforceable.
- Wells Fargo and you are participating in commercial transactions involving the movement of money or goods among states.
- The Federal Arbitration Act (Title 9 of the United States Code) governs this Arbitration Agreement and any arbitration between Wells Fargo and you. If the Act or any part of it is inapplicable, unenforceable or invalid, the state laws governing your relationship with Wells Fargo govern this Arbitration Agreement.

Either Wells Fargo or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration, contact the AAA at 1-800-778-7879.

Resolving disputes through arbitration

Each arbitrator must be a licensed attorney with expertise in the laws applicable to the dispute's subject matter. The arbitrator will make a decision regarding the dispute based on applicable law, including any statutes of limitations. The arbitrator may award to either Wells Fargo or you any award or relief provided for by law.

No person participating in an arbitration can disclose the arbitration's existence, content, subject, or results, except as required in a party's ordinary course of business or by law.

Who pays the arbitration fees and expenses?

Arbitration fees and expenses are explained here:

- **Setting the fees/expenses:** The arbitration administrator determines the rules and procedures for deciding who pays the arbitration fees, unless limited by applicable law. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file.
- **Applying state law:** The laws governing your account may limit the amount of fees and expenses you are required to pay in arbitration. Your arbitration fees and expenses will not exceed any applicable limits.
- **Paying for attorney/expert/witness fees:** Unless applicable laws state otherwise, each party will pay its own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

What other rights do Wells Fargo or you have when resolving disputes?

Wells Fargo or you each can exercise any lawful rights or use other available remedies to

- Preserve or obtain possession of property,
- Exercise self-help remedies, including setoff rights, or
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.

Where will an arbitration be held?

An arbitration will be held in the state whose laws govern your account.

Introduction

Resolving disputes through arbitration

Important legal information

Statements and error notifications

Rights and responsibilities

Checking and savings accounts

Electronic banking services

Important legal information

What laws govern your account?

The laws governing your account include

- Laws, rules, and regulations of the United States, and
- Laws of the state where you opened your account (without regard to conflict of laws principles).

If a different state law applies, we will notify you. Your account statement identifies the state whose laws govern your account.

Any funds transfer (including a wire transfer) that is a "remittance transfer" as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. *Items* you write such as checks or withdrawal slips must be written in English. For your convenience, we may translate some forms, disclosures, and advertisements into another language. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

What agreement applies when there is a separate agreement for a service?

If a service we offer has a separate agreement, and there is a conflict between the terms of the Agreement and the separate agreement, the separate agreement will apply.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

How will we contact you about your account?

In order for us to service your account or collect any amount you owe, you agree that we may contact you by phone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us phone numbers and email addresses that belong to you.

When you give us a phone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you at the phone number you provide. We may call you and send you text messages. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if the telephone number is a mobile phone number or other communication service for which the called party is charged.

Statements and other information relating to your deposit account

How do we share account statements and other notices with you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We'll do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

- **If we provide a combined account statement for your accounts,** we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.
- **If you do not want us to automatically combine your accounts,** you can opt-out by visiting a banking location or calling the number on your account statement.

Account statements and notices for accounts owned by more than one person:

When an account has more than one owner, we will send or otherwise make available account statements and notices to only one owner. The owner receiving this information is responsible for sharing copies of the information with other owners. We may as a courtesy provide additional copies electronically. When the account owner requests that we send notices to an *authorized signer*, the *authorized signer* is responsible for providing copies to all account owners.

When is your account statement available?

Mailed account statements: When we mail your account statement, we consider it received by you on the second *business day* after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Online® Banking 24 – 48 hours after the end of the statement period. You will be notified via email that the account statement is available for viewing. We consider the account statement to be received by you on the notification date, even if the email notification is undelivered.

What obligations do you have to review account statements and notices and notify us of errors?

You are obligated to:

- Examine your account statement promptly and carefully.
- Notify us promptly of any errors.
- Notify us within 30 days after we have made your account statement available to you of any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30 day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us within 6 months after we have made your account statement available to you if you identify any unauthorized, missing or altered endorsements on your *items*.

Electronic fund transfers are subject to different time periods, as described in the "Electronic fund transfer services" part of this booklet. Common examples of electronic fund transfers are ATM, debit card, and Online Bill Pay transactions.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Statements and other information relating to your deposit account

When is a transaction unauthorized?

A transaction is an "unauthorized transaction" when it is:

- Missing a required signature or other evidence showing you have authorized it, or
- Altered (for example, the amount of a check or the payee's name is changed).

You can notify us of errors on your account statements by promptly:

- Calling the telephone number listed on your account statement or in a notice, or
- Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.

What happens if you fail to notify us of an unauthorized transaction within the time frames specified above?

If you fail to notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete the claim form we provide,
- Notify law enforcement,
- Complete and return any documents we request, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized. For specific information on unauthorized electronic fund transfers, see the "Liability for transactions covered by Regulation E" section in the "Electronic fund transfer services" part of the Agreement.

What happens if your account statements or notices are returned or are undeliverable?

Your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address; or
- We notify you electronically that your account statement is available for viewing at Wells Fargo Online Banking, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable.

We will not attempt to deliver account statements and notices to you until you provide us with a valid postal or electronic address.

Statements and other information relating to your deposit account

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change your postal or email address by notifying us in writing or calling us at the number on your account statement at any time. If you have a combined account statement, any owner of the first account (primary account) can change the address of all accounts included in the combined account statement. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.

Address changes we make: When necessary, we may update your listed address without a request from you if we receive

- An address change notice from the U.S. Postal Service or
- Information from another party in the business of providing correct address details that does not match your account's listed address.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

Are original paid checks returned with account statements?

No. We do not return original paid checks with your account statements. Copies of your paid checks are available through Wells Fargo Online Banking, banking locations, by calling Wells Fargo Phone BankSM, or by enrolling in our check images with statements service. Fees may apply for this service.

When does my account become dormant?

Checking accounts, savings accounts, and Time Accounts (CDs)

Generally, your account becomes dormant if you do not initiate an account-related activity for 12 months for a checking account, 34 months for a savings account, or 34 months after the first renewal for a Time Account. An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account. Automatic transactions (including recurring and one-time), such as pre-authorized transfers/payments and electronic deposits (including direct deposits of your paycheck), set up on the account may not prevent the account from becoming dormant.

Individual Retirement Accounts (IRAs) and Education Savings Accounts (ESAs)

Generally, your IRA and ESA (Savings or Time Account) will become dormant if you do not initiate an account-related activity as follows:

- Traditional IRA becomes dormant if you do not initiate an account-related activity for 34 months or more after you reach the age of 70 ½
- ROTH IRA will not become dormant unless we receive notification of your death
- ESA becomes dormant after you reach age 30

An account-related activity that you initiate is determined by the laws governing your account.

Introduction

Resolving disputes through arbitration

Important legal information

Statements and error notifications

Rights and responsibilities

Checking and savings accounts

Electronic banking services

Statements and other information relating to your deposit account

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following (which may vary based on your account type):

- Transfers between your Wells Fargo accounts using your ATM/debit card
- Transfers by phone using our automated banking service
- Transfers or payments through online, mobile, and text banking (including Bill Pay)
- Wire transfers (incoming and outgoing)
- Contributions or transfers to IRA or ESA savings through online and mobile banking

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state law, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." Your account will be closed. To recover your account funds, you must file a claim with the state.

If the dormant account is a primary Wells Fargo Portfolio Checking account or Wells Fargo Prime Checking account, about 2 months before the account escheats, we will close any associated program including Portfolio by Wells Fargo®, Portfolio by Wells Fargo PlusSM, or Portfolio by Wells Fargo PremierSM. When the Portfolio by Wells Fargo, Portfolio by Wells Fargo Plus, or Portfolio by Wells Fargo Premier program is closed, any benefits such as fee waivers and discounted services associated with it will be discontinued. Your primary Wells Fargo Portfolio Checking account is the first account listed in your monthly statement. To reinstate your program benefits, the primary checking account must be in an active status and you must contact us to reestablish the program. If other linked accounts become dormant, the accounts will be removed from any associated program and fees may apply.

What are checking subaccounts?

For each checking account you maintain with us, we may establish on your behalf a master account and two subaccounts.

All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a checking account.

On the first day of each month, we will allocate funds between the two subaccounts as appropriate. *Items* received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount as may be needed to cover checks presented on the checking subaccount. On the sixth transfer from the savings subaccount during a statement period, all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.

Rights and responsibilities

What responsibilities and liabilities do Wells Fargo and you have to each other?

We are responsible for exercising "ordinary care" and complying with the Agreement. When we take an *item* for processing by automated means, "ordinary care" does not require us to examine the *item*. In all other cases, "ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise "ordinary care" or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your *items* due to actions we have taken in accordance with the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in breach of the Agreement.

If we waive a right with respect to your account on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

What are we allowed to do if there is an adverse claim against your account?

An "adverse claim" occurs when

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among your account's owners, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the signature card(s) for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the *available balance* in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

Are we allowed to restrict access to your account?

Yes, if we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Rights and responsibilities

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We will accept and act on any legal process we believe to be valid, whether the process is served in person, by mail, by electronic notification, or at any banking location.

If we incur any fees or expenses (including attorney's fees and expenses) due to responding to legal process related to your account, we may charge these costs to any account you maintain with us.

Are transactions subject to verification by the Bank?

Yes. All transactions are subject to the Bank's verification. This includes cash, *items*, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and the Bank has no obligation, to make sure the declared amounts on your deposit receipt are correct. If we determine a discrepancy exists between the declared and the actual amount of the funds, we are permitted to adjust (debit or credit) your account, and we will notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

If you notify us of an error in the amount of a deposit shown on your account statement within one year of the date we mail or otherwise make the account statement available to you, we will review the deposit and make any adjustment we determine is appropriate.

If you fail to notify us during this time frame, the deposit amount on your statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become the Bank's property.

Are we allowed to convert your account without your request?

Yes, we can convert your account to another type of deposit account (by giving you any required notice) if

- You use it inappropriately or fail to meet or maintain the account's requirements, or
- We determine an account is inappropriate for you based on your use, or
- We stop offering the type of account you have.

When can you close your account?

You can close your account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions such as legal order holds or court blocks on the account).

Rights and responsibilities

If you request to close your account, we may allow you to keep funds in your account to cover outstanding items to be paid.

- If we do allow you to keep funds in your account:
 - For interest-earning accounts, it stops earning interest from the date you request to close your account.
 - Overdraft Protection and/or Debit Card Overdraft Service will be removed on the date you request to close your account.
 - The Agreement continues to apply.
 - All outstanding *items* need to post and the account's balance needs to be brought to zero within 30 days from the date of your request to close. After 30 days, unless your account has a negative balance, your account will be closed.
- We will not be liable for any loss or damage that may result from not honoring *items* that are presented or received after your account is closed.

When can we close your account?

We reserve the right to close your account at any time. If we close your account, we may send the remaining balance on deposit in your account by traditional mail or credit it to another account you maintain with us.

Are we allowed to terminate or suspend a service related to your account?

Yes, we can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

Are we allowed to obtain credit reports or other reports about you?

Yes, we can obtain a credit or other report about you and your co-owners to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account in accordance with our Privacy Policy separately given to you.

Are we allowed to monitor and record communications?

Yes, we can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Introduction
Resolving disputes through arbitration
Important legal information
Statements and error notifications
Rights and responsibilities
Checking and savings accounts
Electronic banking services

Rights and responsibilities

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes, and as a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator account profile information for the duration of the business relationship.

You may opt out of this information sharing by contacting your wireless operator directly.

Are you responsible for paying sales tax?

Yes, fees may be subject to state and local taxes, which vary by location, and will be added to the amount assessed as appropriate.

Deposits to your account

Are there any restrictions on our accepting deposits to your account?

We may accept a deposit to your account at any time and from any person. When we cannot verify an endorsement, we can refuse to pay, cash, accept for deposit, or collect the *item*. Also, we may require all endorsers be present. We may require you to deposit an *item* instead of permitting you to cash it. Checks drawn on a credit account or made out to payees not on the account may not be accepted or may be sent for collection. We reserve the right to refuse for deposit or to require to be sent for collection an *item* drawn on a credit account or to a payee not on the account. For a deposit made to your account, we may require an acceptable form of primary identification in order to make such deposit.

What happens if we send an *item* for collection?

We may, upon notice to you, send an *item* for collection instead of treating it as a deposit. This means that we send the *item* to the issuer's bank for payment. Your account will not be credited for the *item* until we receive payment for it.

What are the requirements for a correct endorsement?

An "endorsement" is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Your endorsement (and any other endorsement before the check is deposited) must be in the 1-1/2-inch area that starts on the top of the back of the check (see sample below). Do not sign or write anywhere else on the back of the check.

ENDORSE HERE:

x John Sample
For deposit only
9876543201

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

Are we bound by restrictions or notations on checks?

No, we are not bound by restrictions or notations, such as "Void after six months," "Void over \$50," and "Payment in full."

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What happens if you breach a warranty associated with an *item*?

If you breach any warranty you make to us under the laws governing your account with respect to any *item*, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120 day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Deposits to your account

How do we handle non-U.S. items?

A "non-U.S. item" is an item 1) payable in a currency other than U.S. Dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. Dollar amount you receive for it will be determined by our exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising "ordinary care" when collecting a deposited item. We will not be responsible for the lack of care of any bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to immediately repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting us in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Funds availability policy

Your ability to withdraw funds

Our policy is to make funds from your check deposits to your checking or savings account (in this policy, each an "account") available to you on the first *business day* after the day we receive your deposits. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window and at a Wells Fargo ATM, and the first \$400 of a day's check deposits at a teller window and at a Wells Fargo ATM will be available on the day we receive the deposits. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the first *business day* after the day we receive the transfer. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks and other *items* presented for payment and applicable fees that you have incurred.

Determining the day of receipt

For determining the availability of your deposits, every day is a *business day*, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a *business day* that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day the deposit was made to be the next *business day* we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Longer delays may apply

In some cases, we will not make the first \$400 of a *business day's* check deposits available to you on the day we receive the deposits. Further, in some cases, we will not make all the funds that you deposit by check available to you on the first *business day* after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second *business day* after the day of your deposit. The first \$200 of your deposit, however, may be available on the first *business day*.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the *business day* of deposit or the first *business day* after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first *business day* after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last 6 months
- There is an emergency, such as failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh *business day* after the day of your deposit.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Funds availability policy

Special rules for new accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Incoming wire transfers, electronic direct deposits, and cash deposited at a teller window and at a Wells Fargo ATM will be available on the day we receive the deposit. Funds from your check deposits will be available on the *business day* after the day we receive the deposits; no funds from a *business day's* check deposits are available on the day we receive the deposits.

If we delay the availability of your deposit the following special rules may apply:

- The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first *business day* after the day of your deposit.
- The excess over \$5,000 and funds from all other check deposits will be available on the seventh *business day* after the day of your deposit. The first \$200 of a day's total deposit of funds from all other check deposits, however, may be available on the first *business day* after the day of your deposit.

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this Policy.

Delays on other funds

Funds from any deposit (cash or checks) made at eligible non-Wells Fargo ATMs using a card issued by a Wells Fargo branch located in Iowa¹ will not be available until the third *business day* after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified on our machines as "Wells Fargo."

¹ Also applies to a card issued by the Wells Fargo Phone Bank or Wells Fargo Online that is linked to a primary account opened in Iowa.

Available balance, posting order, and overdrafts

How do we determine your account's *available balance*?

Your account's *available balance* is our most current record of the amount of money available for your use or withdrawal. We use the *available balance* to authorize your transactions during the day (e.g., debit card purchases and ATM withdrawals). We also use the *available balance* to pay your transactions in our nightly processing. We calculate your *available balance* as follows:

- We start with the ending daily account balance from our prior *business day* nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process.
- We add "pending" deposits that are immediately available for your use (including cash deposits, electronic direct deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract "pending" withdrawals that we have either authorized (such as debit card purchases and ATM withdrawals) or are known to us (such as your checks and preauthorized automatic ACH withdrawals that we receive for payment from your account) but have not yet processed.

Important note: The *available balance* does **not** reflect every transaction you have initiated or previously authorized. For example, your *available balance* **may not include** the following:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have **not** received for payment or received too close to our nightly processing to include in your *available balance*).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.
- Debit card transactions that have been previously authorized but not sent to us for final payment. We must release the transaction authorization hold after 3 *business days* (or up to 30 *business days* for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) even though the transaction may be sent for payment from your account, which we must honor, at a later date.

How do we process (post) transactions to your account?

We process transactions each *business day* (Monday through Friday except federal holidays) during a late night process. Once we process your transaction, the results are "posted" to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

First, we determine the *available balance* in your account (as described above) that can be used to pay your transactions.

NOTE: Certain "pending" transactions can impact your *available balance*:

- Cash deposits or transfers from another Wells Fargo account that are made AFTER the displayed cutoff time (where the deposit was made) will be added to your *available balance* if they are made **before** we start our nightly process.
- Your *available balance* will be reduced by "pending" withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. These pending withdrawals may be sent to us for payment at a later date. In some circumstances, these transactions may be paid into *overdraft* if other posted transactions or fees have reduced your balance before the pending transactions are presented for payment.

Introduction
Resolving disputes through arbitration
Important legal information
Statements and error notifications
Rights and responsibilities
Checking and savings accounts
Electronic banking services

Available balance, posting order, and overdrafts

Then, we sort your transactions into categories before we process them.

- First, we credit your account for deposits, including cash and check deposits and incoming transfers, received before the cutoff time at the location the deposit or transfer was made.
- Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Wells Fargo Online Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your account. For some transactions, such as Wells Fargo Online Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.
- Finally, we use your remaining funds to pay your checks and preauthorized automatic ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time that they are received by us. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

Finally, if the *available balance* in your account is not enough to pay all of your transactions, we will take the following steps:

- **First use Overdraft Protection (if applicable):** We will transfer/advance available funds from a savings and/or credit account you have linked to your checking account for Overdraft Protection (described on page 20).
- **Then, decide whether to pay your transaction into *overdraft* or return it unpaid:** At our discretion, we may pay a check or automatic payment into *overdraft*, rather than returning it unpaid. This is our standard overdraft coverage. If we pay the transaction into *overdraft*, it may help you avoid additional fees that may be assessed by the merchant. Debit card transactions presented to us for payment (whether previously approved by us or not) will be paid into *overdraft* and will not be returned unpaid, even if you do not have sufficient funds in your account.

IMPORTANT INFORMATION ABOUT FEES:

Fees may be assessed with each *item* paid into *overdraft* or returned unpaid subject to the following:

- A single Overdraft Protection Transfer or Advance Fee will be assessed when we need to transfer/advance funds from your linked account(s) into your checking account, but only if the transfer/advance helped you avoid at least one *overdraft* or returned *item*.
- No *overdraft* fee will be assessed on ATM and "everyday" (one-time) debit card transactions, unless you have enrolled in the Debit Card Overdraft Service (see information below). An *overdraft* fee can be assessed on any other *item* we pay into *overdraft*.
- If both the ending daily account balance and *available balance* are overdrawn by \$5 or less and there are no *items* returned for non-sufficient funds — after we have processed all of your transactions — we will not assess an *overdraft* fee on the *item(s)*. This fee waiver is associated with your total overdrawn balance, not the dollar size of the transaction(s) contributing to the overdrawn balance.
- We limit the number of *overdraft* and/or returned *item* (non-sufficient funds/NSF) fees to no more than three (3) for consumer accounts per *business day*.
- Any *overdraft* or returned *item* fees assessed are deducted from your account during the morning of the next *business day* following our nightly process.

Available balance, posting order, and overdrafts

What is Overdraft Protection?

When you enroll in Overdraft Protection, we transfer/advance available funds in your linked account(s) to your checking account when needed to cover your transaction(s). You can link up to two eligible accounts (one savings, one credit) but we will charge you only one fee, even if we need to move money from more than one account. Also, we will not charge a fee unless the transfer/advance helped you avoid at least one *overdraft* or returned item. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from the linked savings account.

- **Transfers from linked savings account.** We will transfer the amount needed (including funds to cover the transactions and the transfer fee) from the available money in your linked savings account or a minimum of \$25. The Overdraft Protection Transfer Fee (if any) will be charged to your checking account.
- **Advances from linked credit card or line of credit.** We will advance the exact amount needed from the available credit in a linked credit card or a minimum of \$25. The Overdraft Protection Advance Fee (if any) will be charged to your credit card account. Advances from an eligible linked Wells Fargo line of credit are made in increments of \$100 or \$300 (specific details will be provided when you link accounts) and the Overdraft Protection Advance Fee will be charged to the checking account.

What is Debit Card Overdraft Service?

This is an optional service you can add to your eligible checking account. The service allows Wells Fargo to approve (at our discretion) your ATM and everyday (one-time) debit card transaction if you do not have enough money to cover your transaction in your checking account or in accounts linked for Overdraft Protection. If you add this service, we may approve these transactions into *overdraft* and allow you to continue with your ATM withdrawal or everyday debit card transaction. However, if you do not make a covering deposit or transfer before the posted cutoff time (where the deposit or transfer is made), *overdraft* fees will be assessed.

If this service is not added and you do not have enough money in your checking account (or in accounts linked for Overdraft Protection), your ATM or everyday debit card transaction will not be approved. In addition, no *overdraft* fees will be assessed on ATM or everyday debit card transactions that are paid from your account, even if you no longer have sufficient funds to cover previously approved transactions.

What is Wells Fargo's standard overdraft coverage?

Our standard overdraft coverage is when, at our discretion, we pay checks or automatic payments (such as ACH payment) into *overdraft* rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If you remove our standard overdraft coverage from your account, the following will apply if you do not have enough money in your account or accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and assess a non-sufficient funds (NSF) returned item fee and you could be assessed additional fees by merchants.
- We will not authorize transactions such as ATM withdrawals or everyday debit card purchases into *overdraft*.
- We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into *overdraft*. However, if these transactions are

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Available balance, posting order, and overdrafts

authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into *overdraft* and charge an *overdraft* fee.

What is your responsibility if your account has an *overdraft*?

If you have an *overdraft* on your account (including transactions we have paid on your behalf into *overdraft*, plus any fees), you must make a deposit or transfer promptly to return your account to a positive balance.

If you fail to bring your checking account to a positive balance, we will close your account. Also we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorney's fees and expenses) we incur.

Set-off and security interest

Are we allowed to use the funds in your accounts to cover debts you owe us?

Yes, we have the right to apply funds in your accounts to any debt you owe us. This is known as "setoff." When we setoff a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A "debt" includes any amount you owe individually or together with someone else both now or in the future. It includes any *overdrafts* and our fees. We may setoff for any debt you owe us that is due or past due as allowed by the laws governing your account. If your account is a joint account, we may setoff funds in it to pay the debt of any joint owner.

Our right to setoff extends to any federal or state benefit payments (including Social Security benefits) deposited to your account. If we are obligated to return any federal or state benefits deposited to your accounts after you are no longer eligible to receive them, we have the right to setoff against any of your accounts to recover the payments you were ineligible to receive. Our right of setoff will not apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you maintain with us. If your account is an unmatured time account (or CD), we may deduct any early withdrawal fee or penalty that may be due as a result of our having exercised our right of setoff.

Do you grant us a security interest in your accounts with us?

Yes, to ensure you pay us all amounts you owe us under the Agreement (e.g., *overdrafts* and fees), you grant us a lien on and security interest in each account you maintain with us. By opening and maintaining each account with us, you consent to our asserting our security interest should the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any other security interest you may have granted to us.

Can you grant any one else a security interest in your accounts with us?

No, you may not grant a security interest in, transfer, or assign your accounts to anyone other than us without our written agreement.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Additional rules for checks and withdrawals

What identification do we request to cash checks presented over-the-counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Are we responsible for reviewing checks for multiple signatures?

No, we are not responsible for reviewing the number of signatures required on your account. If you have indicated that more than one signature is required, we will not be liable if a check does not meet this requirement.

Are we required to honor dates and special instructions written on checks?

No, we may, without inquiry or liability, pay a check even if it

- Has special written instructions indicating we should refuse payment (e.g., "Void after 30 days" or "Void over \$100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes, if you use a facsimile or mechanical signature (including a stamp), any check appearing to use your facsimile or mechanical signature will be treated as if you had actually signed it.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

Issuing stop payment orders and post-dated checks

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payee(s) name(s), and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.

What is the effective period for a stop payment order?

A stop payment order on a check is valid for 6 months. We may pay a check once a stop payment order expires. You must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes, even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check.

How can you prevent a post-dated check from being paid before its date?

A "post-dated" check is a check you issue with a date in the future. We are not responsible for waiting to honor the check until that date, unless you instruct us to do so through the use of a stop payment order for the check. You are responsible for notifying us to cancel the stop payment order when you are ready to have that check paid.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Issuing stop payment orders and post-dated checks

How do you stop payment for preauthorized electronic fund transfers?

If you have told us in advance to make a regular payment from your account, you can stop the payment by:

Calling Wells Fargo Phone Bank at 1-800-869-3557, or writing to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995, in time for us to receive your request 3 *business days* or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for every stop payment order you request.

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be.

Liability for failure to stop payment: If you order us to stop one of these payments 3 *business days* or more before your scheduled transfer, and we do not do so, we will be liable for your losses or damages.

Purchase transactions: A stop payment may not be requested on a purchase transaction.

Your account ownership

How do we treat accounts owned by more than one person?

You can choose to open an account with one or more other individuals. In these instances, we will treat all account holders as joint tenants with right of survivorship unless

- State Laws governing your account require other treatment, or
- We otherwise agree with you in writing that the account is owned in some other capacity.

Regardless of the form of ownership, we will not maintain a separate record of each co-owner's interest in the account. We may act on instructions from any co-owner (or a co-owner's representative) without another account co-owner's consent. These actions include instructions to withdraw or transfer funds, make payments, or close the account.

Are we allowed to pay money requested by a co-owner?

Yes, we may pay any money in the account requested by any co-owner (or a co-owner's legal representative), regardless of

- Their contributions,
- Whether any other co-owner is incapacitated or deceased, or
- Whether the account includes a right of survivorship.

What are the forms of account ownership?

Joint tenants with right of survivorship: When you hold an account as joint tenants with right of survivorship and one of you dies, the account is payable to the surviving co-owner, subject to our rights under the Agreement.

Tenants-in-common: When you hold an account as tenants-in-common, it is payable upon the death of an account holder, in whole or in part, to any surviving co-owner on the account or the deceased owner's personal representative, heirs, or successors. This is subject to our rights under the Agreement.

Community property: An account is held as community property when spouses have equal and undivided interests in the account during their lifetimes. When one spouse dies, ownership does not automatically pass to the survivor; rather, the deceased spouse can pass his or her interest by will. Community property does not exist in every state. Ask your legal adviser to understand if this applies to your account.

What is a Pay On Death (POD) account?

A POD account is payable on your death (or the death of the last surviving co-owner) to one or more payees named in the title of the account. When the title of an account includes language like "in trust for (ITF)," "transfer on death (TOD)," or similar language, the account is treated as a pay on death account.

You may change, add, or remove the name of any payee or beneficiary anytime by providing us with proper written notice. Generally, the payee or beneficiary must survive all owners in order to receive their share of funds from a POD account.

Introduction

Resolving disputes
through arbitrationImportant legal
informationStatements and
error notificationsRights and
responsibilitiesChecking and
savings accountsElectronic
banking services

Your account ownership

How are Uniform Transfers/Gifts to Minors Act accounts handled?

An account established under a state's Uniform Transfers/Gifts to Minors Act is controlled by the custodian (or a successor custodian). Only the named custodian (or successor custodian) is authorized to instruct us regarding the account. We may, however, disclose information about the account to the minor or the minor's representative. When the minor reaches the applicable age of majority, we may pay the funds on deposit in the account to the minor in accordance with the custodian's duty without waiting for instructions from the custodian.

How are minor by accounts handled?

One or more adults may open an account in the name of a minor "by the adult(s)" as allowed by the laws governing your account. An "adult" is a person who has reached the age of majority. Beneficial ownership of the funds deposited in the account vests exclusively in the minor. The adult has exclusive control of the account until the minor reaches the applicable age of majority.

If there is more than one adult, each may act independently. We are not obligated to inquire about the use of the funds. When the minor reaches the age of majority, we may act on the instructions of either the minor or the adult. If the adult (or the last of the adults to survive) dies before the minor reaches the age of majority, we may transfer the funds to the custodian according to the applicable Uniform Transfers/Gifts to Minors Act.

Can you transfer ownership of your account?

No assignment will be valid or binding on us, and we will not be considered to have "knowledge" of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

The Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns.

What if an owner does not sign a signature card?

The failure of a person identified in our records as an owner or a co-owner of an account to sign a signature card (or other account related documentation) does not prevent us, in our sole discretion, from treating the person as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes, all joint owners are each individually and jointly responsible for any *overdraft* on your account, regardless of who caused or benefited from the *overdraft*. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the person against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

Your account ownership

What if an account owner or *authorized signer* is declared incompetent or dies?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may

- Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account,
- Pay (without inquiring) any *item* authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for the taxes.

Introduction

Resolving disputes
through arbitrationImportant legal
informationStatements and
error notificationsRights and
responsibilitiesChecking and
savings accountsElectronic
banking services

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide a rate sheet listing the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except Time Accounts (CDs). We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances (tiered-rate account). We may pay the same interest rate on more than one tier. The tiers and corresponding interest rates are disclosed in the rate sheet.

How do we calculate earned interest?

We calculate interest using the daily collected balance method. This method applies a daily periodic rate to the collected balance in your account each day. Interest is calculated using a 365-day year.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same *business day* a deposit is credited to your account. If you deposit an *item* such as a check, interest begins accruing on the *business day* we receive credit for the *item*.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period. The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require notice of withdrawal from your savings account?

Yes, we have the right to require 7 days written notice before you withdraw money from your savings account.

Are you required to obtain a tax identification number certification?

Yes, in most instances, Treasury regulations require us to obtain a Taxpayer Identification Number ("TIN") for each account. To avoid backup withholding tax on accounts that earn interest or dividends, you are required to submit Internal Revenue Service ("IRS") Form W-9 or Form W-8BEN and supporting information and/or documentation to us. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If you are a non-resident alien as defined by the IRS, you must provide a Form W-8BEN.

Until we have received the Form(s) W-9 or W-8BEN completed and signed per IRS Regulations, or any other required forms, we will pay interest and comply with the backup withholding requirements of the IRS.

Interest earning accounts

Regulation D savings account transaction limit and other limited activity

Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of 6 per monthly fee period.

Limited by Regulation D:

- Transfers by phone using our automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including Bill Pay and person-to-person payments)
- Overdraft Protection transfers to a checking account
- Pre-authorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to your account and not when they are written)
- Debit or ATM card purchases that post to the savings account

Limited by Wells Fargo:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Outgoing wires whether made in person, on the telephone, or online

Not limited:

Except as limited above, there is no limit on the following in person transactions at a Wells Fargo ATM or banking location

- Transfers between your Wells Fargo accounts
- Withdrawals
- Any types of deposits

What happens if you exceed your limit?

If you exceed the limit stated above, you will be charged an excess activity fee (see the Consumer Account Fee and Information Schedule). If the limit is exceeded on more than an occasional basis, Wells Fargo may be required to convert the savings account to a checking account, which would discontinue any Overdraft Protection it might be providing to another account, or close the account.

If the withdrawal and transfer limit is reached, we may decline withdrawals and transfers for the remainder of the monthly fee period to help you avoid a fee and account conversion or closure.

What is a fee period?

The fee period is used to count the number of posted transactions before charging fees for some transactions during that period. The dates of your fee period are located in the section on your statement called "Monthly service fee summary" for each account. For the Portfolio by Wells Fargo, Portfolio by Wells Fargo Plus and Portfolio by Wells Fargo Premier programs, the fee period begins on the first *business day*, and ends on the last *business day*, of the calendar month.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Time Accounts (CDs)

What are Time Accounts?

Time Accounts (CDs) are payable at the expiration of a specified term, no less than 7 calendar days after the date of deposit. We may also refer to a Time Account as a "CD" or a "Certificate of Deposit," even though a certificate does not represent a Time Account. The CD's maturity date is the last day of the term for the CD. The maturity date is printed on your receipt.

When can you withdraw funds from your CD?

You may withdraw funds from your CD on the maturity date without a fee or penalty. You may also generally withdraw funds without a fee or penalty within the 7 calendar days after the maturity date (grace period). You may be charged a fee or penalty if you make a withdrawal at any other time. See the "Time Accounts (CDs)" section of the Consumer Account Fee and Information Schedule for details.

Can you deposit additional funds into your CD?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your CD matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your CD renew?

Your CD will automatically renew at maturity.

- Typically for a like term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new CD of the same term and amount, unless we have notified you otherwise.

Electronic fund transfer services

General rules for electronic fund transfer services

We offer a variety of electronic fund transfer services you can use to access funds in your account(s) and perform other transactions detailed in this section. We describe some of these services in this section and also provide certain disclosures that apply to the use of electronic fund transfer services with your consumer account. Some of these services are governed by separate agreements we give to you at the time your *card* is mailed or you sign up for the service (e.g., ATM and debit cards, Wells Fargo Online and Mobile Banking).

When you read this section, you will see references to Regulation E. This regulation applies to transactions you can perform using your *card* to access your account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic fund transfers you can make from or to your account, such as payments made using Bill Pay and the direct deposit of your paycheck into your account. Regulation E sets forth the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfers and of the banks or other persons who offer these services. It includes the actions you need to take if you believe your *card*, your *card* number, or your Personal Identification Number (PIN) has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your account and the rules regarding your potential liability for these transfers. Your responsibilities and protections under Regulation E are described in more detail in the "Electronic fund transfer disclosures" section below.

For unauthorized *card* transactions, in addition to the rights you have under Regulation E, Zero Liability protection provides you with added protection from liability. With Zero Liability protection, if your *card* or *card* number is lost or stolen and used without your authorization, you are not responsible for unauthorized transactions you promptly report to us. Your responsibilities and protections under Zero Liability protection are described in more detail in the section on "Zero Liability protection (*card* transactions only)", which is detailed in the "Debit cards and ATM cards" section below.

The following table summarizes the types of transactions to which Regulation E applies and tells you if Zero Liability protection covers the transaction.

Introduction

Resolving disputes
through arbitrationImportant legal
informationStatements and
error notificationsRights and
responsibilitiesChecking and
savings accountsElectronic
banking services

Electronic fund transfer services

| Debit and ATM card transactions | | | |
|--|--|---|--|
| Electronic fund transfer | Description | Transaction covered by Reg E¹ | Zero Liability protection² |
| Wells Fargo ATMs | Make deposits to or withdraw from your account, transfer funds between your accounts, make payments to a linked credit account, obtain a statement of the last 10 transactions (fees may apply), purchase U.S. postage stamps (fees may apply) | ✓ | ✓ |
| Non-Wells Fargo ATMs | Withdraw cash (fees may apply) For a card issued by a Wells Fargo branch located in Iowa ³ : Make deposits at certain non-Wells Fargo ATMs | ✓ | ✓ |
| Purchases at participating merchants | Purchase goods and services from merchants accepting payments through a network (e.g., Visa and MasterCard) in which we participate (fees may apply) | ✓ | ✓ |
| Over-the counter (teller assisted) cash disbursements at a Wells Fargo location | Withdraw cash through a teller | ✓ | ✓ |
| Over-the counter (teller assisted) cash disbursements at a non-Wells Fargo location | Withdraw cash through a non-Wells Fargo teller (fees may apply) | ✓ | ✓ |
| Bill payments | Authorize one-time or recurring electronic payments from your account using information from your <i>card</i> | ✓ | ✓ |

¹ For details, see the "Electronic fund transfer disclosures" section below.

² Unauthorized *card* use must be reported within 60 days of when the first account statement showing the unauthorized transaction was delivered. For details, see section on "Zero Liability protection (*card* transactions only)," below.

³ Also applies to a card issued by the Wells Fargo Phone Bank or Wells Fargo Online that is linked to a primary account opened in Iowa.

Electronic fund transfer services

| Electronic transfers, payments, credits, and electronic check conversions (not card transactions) | | | |
|--|---|---|--|
| Electronic fund transfer services (EFT) | Description | Transaction covered by Reg E ¹ | Zero Liability protection ² |
| Transfers | Send or receive transfers between your accounts or to other recipients at Wells Fargo or other financial institutions | √ | |
| Payments | One-time or recurring payments from your account that you initiate or preauthorize for withdrawal from your account | √ | |
| Credits | Automatic electronic deposits to your account, such as payroll or benefits payments | √ | |
| Electronic check conversions | Electronic fund transfer using information from a check (e.g., the Bank's routing number and your account number) | √ | |

| Phone Bank transactions | | | |
|---|--|------------------------------|---------------------------|
| Electronic fund transfer services (EFT) | Description | Transaction covered by Reg E | Zero Liability protection |
| Phone Bank Transactions (not under a written agreement) | You can request the Phone Bank to make transactions to and from your account | | |
| Phone Bank Transactions (under a written agreement) | The Phone Bank, under an agreement, can make transactions to and from your account | √ | |

¹ For details, see the "Electronic fund transfer disclosures" section below.

² Unauthorized *card* use must be reported within 60 days of when the first account statement showing the unauthorized transaction was delivered. For details, see section on "Zero Liability protection (*card* transactions only)," below.

Introduction
Resolving disputes through arbitration
Important legal information
Statements and error notifications
Rights and responsibilities
Checking and savings accounts

Electronic banking services

Debit cards and ATM cards

This part describes ways to use services linked to an account using a debit or ATM card. Some services may not be available at all locations. We may require you to sign additional documentation to obtain a debit or ATM card. You will receive terms and conditions applicable to your *card* when you receive the *card*. In the event of a conflict between the terms and conditions and the Agreement, the terms and conditions will control. Additional disclosures applicable to these services are provided in the Consumer Account Fee and Information Schedule.

Issuance of a *card* and Personal Identification Number (PIN)

We may issue a *card* to each account owner to access your accounts. If you do not select a PIN when you request your *card*, we will send a randomly selected PIN.

Protection of *card* and PIN

You should securely protect your *card* and PIN from loss or theft. Each cardholder must have his or her own unique PIN for the *card* and is responsible for maintaining confidentiality of the PIN. Memorize the PIN. Never write the PIN on the *card* or share it with anyone, including our employees. Never allow anyone else to use the *card* or PIN. If the *card* or PIN is given to another person, the account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the *card* or PIN. Notify us immediately if the *card* is lost or stolen, or is no longer secure.

Instant issue debit card

The instant issue debit card is a temporary debit card. We will deactivate the instant issue debit card either when you activate your permanent debit card or 30 days after we issue your temporary debit card.

Linking accounts for *card* access and designating primary account

Linking lets you add accounts you own (e.g., checking, savings, credit card) to a debit or ATM card, giving you access to make transactions on multiple accounts with one *card* at Wells Fargo ATMs. At most ATMs, you only have access to accounts linked to your *card*. At certain ATMs inside Wells Fargo branches, however, you may be able to access and perform transactions on accounts that are not linked to your *card*.

If you link only one account of a single type (e.g., checking or savings accounts) to the *card*, that linked account is automatically designated as the "primary" account for purposes of electronic fund transfer services. The primary account for a debit card must be a checking account. The money for purchases and payments made with your *card* is deducted from the primary checking account. Cash withdrawals using a *card* at a non-Wells Fargo ATM are deducted from the primary checking or savings account.

If you link more than one account of a single type to the *card*, you may designate a primary account and other accounts. If you do not designate one account as the primary account of a particular type of account, the first account of that type linked to your *card* is considered the primary account for that type of account. If a primary account linked to the *card* is closed or delinked for any reason, we will designate another linked account (if applicable) as the new primary account. If this linked account is a savings account, your debit card will be closed and you can request an ATM card. We will determine the number and type of accounts you can link to your *card*.

Debit cards and ATM cards

Using a *card* to access linked credit card and line of credit accounts at ATMs

If you link your Wells Fargo credit card account or eligible line of credit account to the *card* (linked credit account), you may use the *card* to access the linked credit account at any Wells Fargo ATM. You can use the *card* to obtain cash or transfer funds from the linked credit account, as long as the linked credit account is in good standing and has available credit. Cash withdrawals and transfers of funds from your linked credit account are treated as cash advances. Each of these transactions is subject to the provisions of the applicable credit card account agreement or line of credit account agreement, including daily limits and cash advance fees.

You must notify us in case of errors or questions about your Wells Fargo credit card bill. If you think your bill is wrong or if you need more information about a transaction on your bill, write to us at: Wells Fargo Card Services, P.O. Box 522, Des Moines, IA, 50302-9907. You also may call us at the telephone number listed on your account statement. However, you must write to us to preserve your billing rights. Please consult your applicable credit account agreement for complete information on the terms and conditions applicable to your linked credit account, including the rules relating to cash advances from, and payments to, your linked credit accounts.

Using your *card*

The tables below show how you can use your *card* to make purchases and payments, make transfers, and use ATMs.

Note: Some services described below may not be available at all ATMs.

| How you can purchase or pay | | |
|---|------------|-----------------------|
| Actions | Debit card | ATM card ¹ |
| Use your <i>card</i> at merchants who accept payments through a network in which we participate (e.g., Visa® and MasterCard®) | √ | √ |
| Pay bills directly to merchants or others using your <i>card</i> | √ | |
| Request cash back when you make a purchase using your PIN with merchants who offer this service | √ | √ |
| Use your <i>card</i> through a mobile device at merchants who accept mobile payments | √ | |

| Where you can withdraw money | | |
|---|------------|----------|
| Actions | Debit card | ATM card |
| Wells Fargo ATMs and Wells Fargo Bank locations | √ | √ |
| Non-Wells Fargo ATMs (fees may apply) | √ | √ |
| Non-Wells Fargo banks that accept Visa-branded cards when a teller helps you with your transaction (fees may apply) | √ | |

¹ Purchases using ATM cards are available at merchants accepting payments through networks in which we participate and require a PIN to authorize the purchase.

Introduction
Resolving disputes through arbitration
Important legal information
Statements and error notifications
Rights and responsibilities
Checking and savings accounts
Electronic banking services

Debit cards and ATM cards

| What you can do at Wells Fargo ATMs | | |
|--|------------|----------|
| Actions | Debit card | ATM card |
| View your account balances | ✓ | ✓ |
| Withdraw cash | ✓ | ✓ |
| Make deposits to your accounts | ✓ | ✓ |
| Transfer funds between your accounts | ✓ | ✓ |
| Make payments to your Wells Fargo credit card | ✓ | ✓ |
| Get a statement of the last 10 transactions (fees may apply) | ✓ | ✓ |
| Get a statement of the balances of your accounts (fees may apply) | ✓ | ✓ |
| Purchase U.S. postage stamps (fees apply) | ✓ | ✓ |
| Choose how you want to receive your ATM receipt: printed, emailed to the address on file or to your Wells Fargo Online secure inbox, or texted to your mobile phone number on file (mobile carrier message and data rates may apply) | ✓ | ✓ |

| What you can do at non-Wells Fargo ATMs ² | | |
|---|------------|----------|
| Actions | Debit card | ATM card |
| View your account balance (fees may apply) | ✓ | ✓ |
| Withdraw cash (fees may apply) | ✓ | ✓ |
| Make deposits at certain non-Wells Fargo ATMs (using a card issued by a Wells Fargo branch located in Iowa ³) | ✓ | ✓ |

| How you can receive electronic credit transfers | | |
|---|------------|----------|
| Actions | Debit card | ATM card |
| Receive transfers e.g., through card networks or funds transfer systems | ✓ | |

² Non-Wells Fargo ATMs are part of ATM networks owned or operated by other financial institutions. You can use your card to withdraw cash and check balances for the accounts linked to your card as primary checking and primary savings. Note: 1) Some non-Wells Fargo ATMs may not give you the option of choosing which account to access or may only let you access one of these two accounts. 2) Market rate or money market savings accounts generally cannot be designated as primary savings on your card. 3) Some transactions may not be available at all ATMs, may be different from those available at Wells Fargo ATMs, or may be limited to any withdrawal limit(s) set by the non-Wells Fargo ATM.

³ Also applies to a card issued by the Wells Fargo Phone Bank or Wells Fargo Online that is linked to a primary account opened in Iowa.

Debit cards and ATM cards

ATM and merchant terminal malfunctions

We are not responsible for damages resulting from an ATM or merchant terminal malfunction. You will promptly notify us if a Wells Fargo ATM fails to dispense the correct amount of cash or provide a receipt by calling or writing us at the telephone number or address provided on your account statement.

Fees for use of card

We will charge a fee for each non-Wells Fargo ATM transaction you perform (except for deposits or as waived by the terms of your account). In addition, the non-Wells Fargo ATM owner/operator will also charge a fee (unless waived by the terms of your account). This fee is included in the total transaction amount that is withdrawn from your account. Transactions will be limited to any withdrawal limits set by the non-Wells Fargo ATM.

We will charge a fee if you make an over-the-counter (teller assisted) cash disbursement at a non-Wells Fargo bank that accepts Visa-branded cards. Some merchants may assess a fee when you use your *card* for a purchase. This fee will be included in the total purchase amount.

Additional fees applicable to use of the *card* are provided in the Consumer Account Fee and Information Schedule.

Daily limits and funds available for use with cards

You may use your *card* subject to 1) your daily ATM withdrawal limit and daily purchase limit, and 2) your *available balance* in your account. The following rules apply:

- **Limits on dollar amounts**

- Daily ATM withdrawal limit is the maximum amount of cash you can withdraw from any combination of accessible accounts using your *card*. At certain ATMs inside Wells Fargo branches, your daily ATM withdrawal limit may not apply during branch hours.
- Daily purchase limit is the maximum U.S. dollar amount of purchases (including cash back, if any) that can be debited from your account.
 1. In certain circumstances, we may allow debit card transactions that exceed your daily purchase limit (except for certain accounts such as Teen CheckingSM, Opportunity Checking, and savings accounts).
 2. If your daily purchase limit is more than \$99,999, you may ask that the merchant process multiple transactions to complete a purchase above this amount.

- **Limits for your card**

We provide you your daily ATM withdrawal and purchase limits when you receive your *card*. You can confirm your *card's* daily limits by calling us at the number listed in the "How to reach Wells Fargo" section, or by viewing them on the "Profile" page in the "Account Activity" tab in online banking.

- **Changes to your card limits**

We may, without telling you, increase your daily purchase or ATM withdrawal limit based on account history, activity, and other factors. We will notify you if we decrease the daily limits for your *card*.

- **Definition**

For purposes of the daily limits only, a "day" is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is made in another time zone, it will be processed when we receive it.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Debit cards and ATM cards

• Other limits

There is generally no limit on the number of times the *card* may be used each day as long as the applicable daily ATM withdrawal limit and daily purchase limit are not exceeded and there is a sufficient *available balance* in any combination of your deposit accounts accessed for withdrawal.

- If the ATM transaction or purchase would create an *overdraft* on the account, we may, in our sole discretion, take any of the actions described in the section of the Agreement titled "Available balance, posting order, and overdrafts." The availability of deposits for withdrawal is described in the funds availability policy.
- When we approve a transaction or purchase, we call that an "authorization." We may limit the number of authorizations we allow during a period of time (e.g., if we notice out-of-pattern use of your *card*, suspected fraudulent or unlawful activity, or internet gambling). For security reasons, we cannot explain the details of the authorization system. If we do not authorize the payment, we may notify the person who attempted the payment that has been refused. We will not be responsible for failing to give an authorization.

Illegal transactions

You must not use your *card* or account for any illegal purpose or internet gambling. You must not use your *card* or account to fund any account that is set up to facilitate internet gambling. We may deny transactions or authorizations from merchants who are apparently engaged in or who are identified as engaged in the internet gambling business.

Using your *card* through a mobile device

A "mobile device" means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your *card* or *card* number ("digital card number") and use that digital card number to make *card* transactions.

When you use your *card* with your mobile device for transactions:

- Mobile carriers may charge you message and data rates, or other fees
- Your *card* information is sent across wireless and computer networks
- Information about your mobile device may be transmitted to us
- You should secure the mobile device the same as you would your cash, checks credit cards, and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it.
- Please notify us promptly if your mobile device containing your digital card number is lost or stolen.

When you use your *card* with your mobile device for transactions, third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may 1) use and receive your digital card number, and 2) receive information about your mobile device.

If you have enrolled in Overdraft Protection and/or Debit Card Overdraft Service, those terms will apply to card transactions made through a mobile device. For additional information, please see the section on "Available balance, posting order, and overdrafts."

We may, at any time, partially or fully restrict your ability to make *card* transactions through a mobile device. If you want to remove your digital card number from your mobile device, please contact Wells Fargo Phone Bank at 1-800-TO WELLS (1-800-869-3557).

Debit cards and ATM cards

One-time access codes

Upon your request, we may provide you with a secure, one-time access code. This access code (when used together with the PIN associated with your eligible *card*) allows you to access your accounts for certain transactions at certain Wells Fargo ATMs. An access code is temporary and can be used only once. Use of an access code with the associated PIN is equivalent to use of the *card* at a Wells Fargo ATM.

Visa Account Updater service

If you give your debit card number to a merchant with authorization to bill it for recurring payments, or to keep it on file for future purchases or payments, and your debit card number or expiration date changes, you should notify the merchant with your new *card* information. We subscribe to the Visa® Account Updater Service (VAU Service) and provide updated *card* information to the VAU Service. If a merchant participates in the VAU Service, that merchant will receive the updated card information. Changes to your *card* number due to reported fraud will not be provided to the VAU Service. Because not all merchants subscribe to the VAU Service, we recommend you notify each merchant of your new *card* number and/or expiration date to ensure your payments continue uninterrupted.

Authorization holds for *card* transactions

For all *card* purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your *card* when we obtain an authorization request. We refer to this temporary hold as an "authorization hold." The funds subject to the hold will be subtracted from your *available balance*.

We can place an authorization hold on your account for up to 3 *business days* (or for up to 30 *business days* for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) from the time of the authorization or until the transaction is paid from your account. However, if the merchant does not submit the transaction for payment within the time allowed, we will release the authorization hold. This means your *available balance* will increase until the transaction is submitted for payment by the merchant and posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you will spend. For example, a restaurant submits the authorization request for your meal before you add a tip.

Note: You might end up overdrawing the account even though the *available balance* appears to show there are sufficient funds to cover your transaction. For example, if a merchant does not submit a one-time debit card transaction for payment within 3 *business days* (or within 30 *business days* for certain types of debit or ATM card transactions, such as car rental, cash, and international transactions) of authorization, we must release the authorization hold on the transaction even though we will have to honor the transaction. The transaction will be paid from the funds in the account when we receive it for payment.

You should record and track all of your transactions closely to confirm your *available balance* accurately reflects your spending of funds from the account linked to your *card*.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Debit cards and ATM cards

Transactions outside the United States

If a *card* is used to make an ATM withdrawal or a purchase outside the United States, the network handling the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network (e.g., Visa, MasterCard) in U.S. dollars.

Ending your *card* use

Your *card* is our property. We may cancel your *card* at any time without notice to you. You may cancel your *card* at any time by writing to us at the address provided in your account statement. If the account is closed or the *card* is cancelled, you will immediately destroy the *card(s)* and, upon request, tell us in writing that the *card(s)* has been destroyed. If requested, you must immediately return the *card(s)* to us. If your *card* is cancelled, you must pay for any *card* transactions made before the *card* is cancelled.

Zero Liability protection (*card* transactions only)

Your *card* comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your *card* or *card* number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions made using your *card* or *card* number. The Zero Liability protection we provide goes beyond what is required by Regulation E (see page 42 for Regulation E provisions).

An "unauthorized transaction" is a transaction that does not benefit you that is made by a person who does not have your actual or implied authority.

If you notify us about the unauthorized transaction within 60 days of when the first account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the account.

If you notify us about the unauthorized transaction after 60 days, we may not reimburse you for unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholders has contributed to the transaction in question.

The following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- By a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account;
- By a person you have authorized to use your *card*, even if that person has exceeded the authority you gave;
- A merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.

Electronic fund transfer disclosures

The following provisions apply to electronic fund transfers to or from your consumer deposit account that are governed by Part A of Regulation E. These provisions do not apply to "remittance transfers" (e.g., ExpressSend® and consumer-initiated international wire transfers). Remittance transfers you send through us are governed by a separate agreement you enter into when you sign up for the service or send the remittance transfer.

Liability for transactions covered by Regulation E

Tell us AT ONCE if you believe your *card*, *card* number, or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in any line of credit, savings account, or credit card linked to your account or as part of an Overdraft Protection plan). If you tell us within 2 *business days* after you learn of the loss or theft of your credentials, you can lose no more than \$50 if someone used your credentials without your permission.

If you do NOT tell us within 2 *business days* after you learn of the loss or theft of your *card*, *card* number, or PIN, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to \$500.

For unauthorized *card* transactions, your *card* comes with Zero Liability protection. With Zero Liability protection, you will not be responsible for unauthorized *card* transactions that you report promptly. See Zero Liability protection section above.

Also, if your deposit statement shows transfers that you did not make, including those made by *card*, PIN or other means, tell us at once. If you do not tell us within 60 days after the deposit statement was mailed or otherwise made available to you, you may not get back any money you lose after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

Contact in the event of unauthorized transfer

If you believe your *card*, *card* number, or PIN has been lost or stolen, call Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on your statement or write: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Preauthorized credits to your account

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can check Wells Fargo Online or Mobile banking, enroll in account alerts, or call Wells Fargo Phone Bank at 1-800-869-3557 to find out whether or not the deposit has been made.

Statements

In general, you get a monthly account statement. If there are no electronic fund transfers or payments in a particular month, you will get the statement at least quarterly.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Electronic fund transfer disclosures

Handling preauthorized payments

- **Right to stop payment:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
Call Wells Fargo Phone Bank at 1-800-869-3557, or write to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995, in time for us to receive your request 3 *business days* or more before the payment is scheduled. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There is no fee to stop a recurring preauthorized payment using the debit card.
You may not stop payment on an item you purchased.
- **Notice of varying amounts:** If the amount of these regular payments vary, the person you are going to pay should tell you 10 days before each payment, when it will be made and how much it will be.
- **Liability for failure to stop payment:** If you order us to stop one of these payments 3 *business days* or more before the transfer is scheduled, and we do not do so, we will pay for your losses or damages.
- **Electronic check conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to 1) pay for purchases, or 2) pay bills.
- **Account inquiry:** You have the right to contact us to find out whether an electronic transfer has been credited or debited to your account. Call Wells Fargo Bank at 1-800-869-3557, or write to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228-6995.

Our liability for failure to make transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer,
- The transfer would go over the credit limit on a credit account linked for Overdraft Protection,
- The ATM where you are making the transfer does not have enough cash,
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer,
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, or
- There is some other exception stated in our Agreement with you.

Electronic fund transfer disclosures

In case of errors or questions about your electronic fund transfers

If you see an error or have questions about your electronic transfers, if you think your deposit statement or receipt is wrong, or if you need more information about a transfer listed on an account statement or receipt, call Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on your account statement, or write us at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995 as soon as you can. We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appeared, and you should take the following actions:

- Tell us your name and account number (if any) and the dollar amount of the suspected error.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell us in person or by phone, we may require that you send us your complaint or question in writing within 10 *business days*.

Investigations

We will determine whether an error occurred within 10 *business days* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we need more time, we will credit your account within 10 *business days* for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 *business days*, we may not credit your account.

For errors involving new accounts, point-of-sale transactions, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 *business days* to credit your account for the amount you think is in error.

We will tell you the results within 3 *business days* after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Introduction

Resolving disputes
through arbitration

Important legal
information

Statements and
error notifications

Rights and
responsibilities

Checking and
savings accounts

Electronic
banking services

Phone Bank Services

How do we verify your identity when you call?

If you have an assigned PIN (for ATM card, debit card, or PIN only account use), we use your PIN to confirm your identity to allow you to use the automated phone bank system.

If a PIN has not been assigned or if you do not use the automated phone bank system, we will ask for and use a variety of information to verify your identity.

Are we allowed to cancel your PIN?

Yes, we may cancel your PIN at any time without notice. If you use a PIN that is not associated with a *card*, you must use it at least once every 6 months to ensure we do not cancel your PIN due to inactivity.

How can I change my PIN?

If you do not know your PIN, you may change your PIN at a banking location or by calling Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557) to request the mailing of a new randomly selected PIN.

If you know your PIN, you may use the automated phone system or ATM to change your PIN.

Funds transfer services

The following terms and conditions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers. As used in these terms and conditions, a funds transfer does not include a transaction made using a Wells Fargo issued card. Examples of covered funds transfers are a preauthorized automatic transaction (ACH) like your car or mortgage payment, and wire transfers.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an "ACH"), and Clearing House Interbank Payments System (CHIPS).

Notice of receipt of funds

We will notify you of funds electronically debited or credited to your account through the account statement for your account covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt.

Reliance on identification numbers

If an instruction or order to transfer funds describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise "ordinary care" to determine whether a funds transfer to or from your account was either not authorized or erroneous, and you will notify us of the facts within a reasonable time not exceeding 14 days after you have received notice from us that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders (e.g., an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order. We will rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order. You could lose the funds if you provide incomplete or inaccurate information.

Introduction

Resolving disputes
through arbitrationImportant legal
informationStatements and
error notificationsRights and
responsibilitiesChecking and
savings accountsElectronic
banking services

Funds transfer services

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights as to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of *Items* written or authorized by you.

Reversal

You have the right to reverse any unauthorized ACH payment that was debited from your account. If you give us written notice that you want to reverse a payment, we will credit your account for the amount of the payment. You must notify us no later than 15 days after we send you, or otherwise make available to you, your account statement that reflects the payment you want to reverse. This right of reversal is in addition to your right to stop payment.

Liability for transactions not covered by Regulation E

For purchases and other transactions not governed by Regulation E, you are liable for all losses relating to unauthorized funds transfers that do not result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.

Notes

How to reach Wells Fargo**Wells Fargo accepts Telecommunications Relay Services calls.**

| | |
|--|---|
| Wells Fargo Online® | Visit wellsfargo.com or call 1-800-956-4442 |
| Wells Fargo Phone Bank SM | 1-800-TO-WELLS (1-800-869-3557) |
| Spanish-speaking customers | 1-877-PARA-WFB (1-877-727-2932) |
| Chinese-speaking customers | 1-800-288-2288 |
| TTY/TDD for deaf and hard-of-hearing customers | 1-800-877-4833 |
| Wells Fargo Mobile® | Visit wellsfargo.com or call 1-866-863-6762 |
| Portfolio by Wells Fargo® customers | 1-800-742-4932 1-800-600-4833 (TTY/TDD for deaf and hard-of-hearing customers) |
| IRA and ESA customers | 1-800-BEST-IRA (1-800-237-8472) |
| Customers outside the U.S. | Visit wellsfargo.com/help/international-access-codes to view a list of our International Access Codes. |

For all other accounts, please refer to your statement for contact information.

This Agreement governs consumer deposit accounts maintained at Wells Fargo Bank, N.A.

© 2017 Wells Fargo Bank, N.A. All rights reserved.

Member FDIC.

CNS6616 (4/17)

Exhibit B

CONNELL FOLEY LLP
Jennifer Critchley, Esq.
56 Livingston Avenue
Roseland, New Jersey 07068
(973) 535-0500
Attorneys for Plaintiff,
Simmons Bank

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

WELLS FARGO BANK, N.A.,

Plaintiff,

v.

WG HOLDINGS, LLC, WILLIAM M.
GREEN, Jr., KP JGH BOURBON LH, LLC,
CRANFORD BUCKLEY SCHULTZE
TOMICHIN ALLEN & BUIE, P.A. and
DOYLE & WALLACE, PLLC,

Defendant.

SIMMONS BANK,

Plaintiff In Intervention,

v.

WG HOLDINGS, LLC and WILLIAM M.
GREEN, Jr.,

Defendants In Intervention.

CIVIL ACTION NO. 18-6685 (PGS/DEA)

SIMMONS BANK'S COMPLAINT IN
INTERVENTION AGAINST WG
HOLDINGS, LLC AND WILLIAM M.
GREEN, Jr.

Plaintiff, Simmons Bank, by way of Complaint In Intervention against defendant WG
Holdings, LLC ("WG") and William M. Green, Jr. ("Green"), says as follows:

8. Wells Fargo has alleged in its interpleader action that venue is appropriate in the District of New Jersey pursuant to 28 U.S.C. § 1391(b)(2) because the State of New Jersey is where a substantial portion of the facts giving rise to the causes of action set forth in its Complaint in Intervention occurred.

9. Wells Fargo has alleged in its interpleader action that it has jurisdiction over the parties pursuant to 28 U.S.C. § 1335 and 2361, which grants district courts authority to issue nationwide service of process in statutory interpleader actions, and because at least one of the claimant defendants is a citizen of and resides in the state of New Jersey.

10. This Court has personal jurisdiction over Simmons Bank's claims against WG Holdings, LLC and William M. Green, Jr. because, on information and belief, these Defendants are citizens of New Jersey.

FACTS COMMON TO ALL COUNTS

11. On or about December 6, 2017, KP JGH BOURBON LJ, LLC ("BOURBON") and Simmons Bank entered into a construction lending agreement ("the Loan").

12. Simmons Bank was using a title company, Hansen Franklin County Land Title & Abstract Co. ("Hansen Title"), to administer draw requests made by BOURBON.

13. Hansen Title was obligated, after receiving funds from Simmons Bank, to pay the contractor on behalf of BOURBON.

14. On February 14, 2018, Simmons Bank received instructions via email from cindy@hansentitle.com from Hansen Title to wire \$154,888.23 to Hansen Title's account with the Bank of Sullivan. The wire was scheduled to be sent on Tuesday, February 20, 2018.

15. Upon information and belief, either shortly before or after February 14, 2018, at least one email account of Hansen Title was hacked.

16. On February 15, 2018, Simmons Bank received an email from cindy@hansentitle.com advising that there were new wiring instructions.

17. Simmons Bank then received an email from cindy@hansentitle.com with an attachment containing new wire instructions on Hansen Title letterhead to send \$154,888.23 to Wells Fargo account number XXXXXX5335. The account name listed for this Wells Fargo account was WG Holdings LLC.

18. Simmons Bank wired \$154,888.23 to the Wells Fargo account number XXXXXX5335 on February 15, 2018.

19. Simmons Bank wired this amount from a Simmons Bank account used to pay out loans.

20. On February 20, 2018, Simmons Bank received an email from cindy@hansentitle.com requesting that the wire in the amount of \$154,888.23 be sent so that a construction company could be paid.

21. Simmons Bank notified Hansen Title that a wire had already been sent on February 15, 2018 to Wells Fargo account number XXXXXX5335.

22. Hansen Title advised Simmons Bank on February 21, 2018 that it did not send the alternative wire instructions on February 15, 2018 and that Hansen Title's email had been hacked.

23. Simmons Bank notified Wells Fargo of the fraudulent wiring instructions and requested a recall of the funds on February 21, 2018.

24. Wells Fargo advised that the funds were not available to return and that a wire had been sent out of the Wells Fargo account held by WG Holdings LLC to Silvergate Bank under the name of Gemini Trust Company LLC.

25. Because Simmons was obligated to fulfill its obligations under the loan documents and pay the original draw request made by BOURBON, through Hansen Title, Simmons Bank sent \$154,888.43 to Hansen Title on February 21, 2018.

26. Simmons Bank has suffered a loss of \$154,888.23.

27. Upon information and belief, Wells Fargo has frozen the Wells Fargo account number XXXXXX5335 held by WG Holdings, LLC and Wells Fargo account number XXXXXX3970 held by William M. Green, Jr (the "Wells Fargo Accounts").

28. Upon information and belief, the Wells Fargo Accounts have approximately \$114,468.10 in restrained funds (the "Restrained Funds").

RIGHT TO INTERVENE

29. Simmons Bank repeats and re-alleges each allegation contained in the preceding paragraph as if such allegation were set forth at length herein.

30. Simmons Bank claims an interest in the Restrained Funds that are the subject of Wells Fargo's Complaint in Interpleader.

31. The interests of Simmons Bank can only be adequately protected if they are made party to this litigation.

COUNT 1

(Conversion by WG Holdings, LLC and William M. Green Jr.)

32. Simmons Bank repeats and re-alleges each allegation contained in the preceding paragraphs as if such allegation were set forth at length herein.

33. Upon information and belief, WG Holdings, LLC and William M. Green, Jr. have wrongfully converted to their own benefit the funds that were transferred from Simmons Bank to Wells Fargo account number XXXXXX5335 and then to the personal account held by William M. Green, Jr. at Wells Fargo, account number XXXXXX3970.

34. As a direct and proximate result of their conversion, Simmons Bank has suffered damages.

WHEREFORE, Simmons Bank demands judgment against defendants WG Holdings, LLC and William M. Green, Jr. in the amount of \$154,888.23, plus interest, punitive damages, costs, attorneys' fees, and such other and further relief as the Court deems just and equitable.

COUNT II

(Unjust Enrichment WG Holdings, LLC and William M. Green Jr.)

35. Simmons Bank repeats and re-alleges each allegation contained in the preceding paragraphs as if such allegation were set forth at length herein.

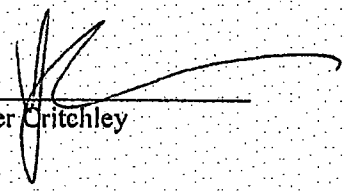
36. WG Holdings, LLC and William M. Green, Jr. have no authorization to retain any funds transferred from Simmons Bank to Wells Fargo account number XXXXXX5335 and then to the personal account held by William M. Green, Jr. at Wells Fargo, account number XXXXXX3970.

37. Upon information and belief, WG Holdings, LLC and William M. Green, Jr. have been unjustly enriched in the amount of \$154,888.23, as a result of the wrongful transfer from Simmons Bank.

WHEREFORE, Simmons Bank demands judgment against defendants WG Holdings, LLC and William M. Green, Jr. in the amount of \$154,888.23, plus interest, punitive damages, costs, attorneys' fees, and such other and further relief as the Court deems just and equitable.

CONNELL FOLEY LLP
Attorneys for Plaintiff in Intervention,
Simmons Bank

Dated:

By: 
Jennifer Critchley

November 16, 2018

Exhibit C

Print Form

Financial Lines Claims
175 Water Street, 7th Floor
New York, NY 10038
www.chartisinsurance.com



1093077483 VS

CLAIM #:

FIDELITY BOND CLAIM DEPARTMENT PROOF OF LOSS**EACH STATEMENT MUST BE MADE UNDER OATH**

1. Claim is hereby made upon the National Union Fire Insurance Company of Pittsburgh, PA pursuant to the terms of Bond No./Policy No. 01-771-36-07 for a loss sustained in the amount of \$ 154,888.23, consisting of property and/or money as described in the schedule (Item #4) submitted below, which loss was discovered by us on the 21 day of the month of FEBRUARY, 2018.
2. The loss is a direct result of (click to select, name dishonest individuals for 1,2 & 3, identify location for 4 & 5, and attach the altered/forged instruments for 6):

| | | | |
|----|---------------------------------------|--|--|
| 1. | Employee Dishonesty | 5. | Loss away from the Premises |
| 2. | Employee Theft of Client Property | 6. | Forgery or Alteration of a Negotiable Instrument |
| 3. | Theft of Employee Benefit Plan Assets | 7. <input checked="" type="checkbox"/> | Computer / Funds Transfer Fraud |
| 4. | Loss on the Premises | 8. | Other |

3. And occurred under the following circumstances:

See Attachment

CLAIM #:

1093077483 US

FIDELITY BOND CLAIM DEPARTMENT PROOF OF LOSS

- 4 The loss consisted of property valued as itemized and described in the table below. (Use extra pages as necessary).

| Date of Loss | Owner | Quantity And Description | Approximate Date Purchased | Place Purchased | Actual Cost | Amount Claimed |
|--------------|--------------|--------------------------|----------------------------|-----------------|-------------|----------------|
| 2/15/2018 | SIMMONS BANK | 4/54,888.23 | | | | \$154,888.23 |

Total

\$154,888.23

Less salary, commission, profit, etc.

\$ 7

Net loss**\$154,888.23**

- 5 The Insured has no other suretyship/property insurance or other insurance under which the above claim, or any part thereof, is claimable, except the following: N/A

- 6 Circumstances were reported to the police department as follows:

| Police Department | Officer | Phone No. | Case No. | Date |
|-------------------|---------|-----------|----------|------|
| SEE ATTACHED | | | | |

- 7 Is the Police report attached?

☐

YES

☐

NO

SEE ATTACHED

- 8 It is understood and agreed that the furnishing of this form to the insured, or its preparation by any representative of the Company, or the acceptance or retention of the proof thereafter by the Company shall not constitute a waiver of any of the conditions of the policy.

Dated

AUG 24, 2018

By

SIMMONS FIRE, NATIONAL CORPORATION
Name of Insured

Name and Title of Officer Making Affidavit

STEVE MASSARELL, AP-Child Welfare Officer

Subscribed and sworn to before me, the undersigned, at

Pine Bluff, AR (Jefferson County)

on the

23rd

day of the month of

August

2018

Donna K. Smith

Notary Public

OFFICIAL SEAL
DONNA K. SMITH
NOTARY PUBLIC, ARKANSAS
JEFFERSON COUNTY
COMMISSION #12378349
MY COMMISSION EXP. 08-24-2020

CLAIM #: 1093077483VS
FIDELITY BOND CLAIM DEPARTMENT PROOF OF LOSS

INSTRUCTIONS FOR MAKING PROOF

Statement of loss should be an itemized account showing names, dates, amounts, and description of individual items, of money, securities or property, misappropriated, stolen or embezzled, as nearly as can be ascertained, and if representing collections made, the dates, names and addresses of the persons, firms or corporations from which the collections were made.

Credits should be similarly entered in detail, as to commissions or salary due and unpaid and any securities, notes, etc., should be listed individually with full description.

Attach to proof all original vouchers, or otherwise verified copies of same and any further evidence in explanation or support of the amount or amounts for which claim is made.

If other security, indemnity or surety against loss is held, list the amounts, names and addresses of the indemnitors or sureties with full description of same.

NOTICE TO ALASKA APPLICANTS

"A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law."

NOTICE TO ARIZONA APPLICANTS

"For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties."

NOTICE TO ARKANSAS APPLICANTS

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

NOTICE TO CALIFORNIA APPLICANTS

"For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

NOTICE TO COLORADO APPLICANTS

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

NOTICE TO DELAWARE APPLICANTS

"Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony."

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS

"WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

NOTICE TO FLORIDA APPLICANTS

"Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

CLAIM #:

1093077483 US

FIDELITY BOND CLAIM DEPARTMENT PROOF OF LOSS

NOTICE TO HAWAII APPLICANTS

"For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both."

NOTICE TO IDAHO APPLICANTS

"Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony."

NOTICE TO INDIANA APPLICANTS

"A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony."

NOTICE TO KENTUCKY APPLICANTS

"Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

NOTICE TO LOUISIANA APPLICANTS

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

NOTICE TO MAINE APPLICANTS

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits."

NOTICE TO MARYLAND APPLICANTS

"Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

NOTICE TO MINNESOTA APPLICANTS

"A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime."

NOTICE TO NEW HAMPSHIRE APPLICANTS

"Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20." However, the lack of such a statement shall not constitute a defense against prosecution under RSA 638:20.

NOTICE TO NEW JERSEY APPLICANTS

"Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties."

NOTICE TO NEW MEXICO APPLICANTS

"ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

CLAIM #:

1093077483 US

FIDELITY BOND CLAIM DEPARTMENT PROOF OF LOSS

NOTICE TO NEW YORK APPLICANTS

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

NOTICE TO OHIO APPLICANTS

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

NOTICE TO OKLAHOMA APPLICANTS

"WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

NOTICE TO TENNESSEE APPLICANTS

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

NOTICE TO UTAH APPLICANTS

"Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."

NOTICE TO VIRGINIA APPLICANTS

"It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

NOTICE TO WASHINGTON APPLICANTS

"It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."

NOTICE TO WEST VIRGINIA APPLICANTS

"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Insured: Simmons First National Corporation
Matter: Wire Fraud
Claim #: 1093077483US
Policy #: 01-771-36-07
Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

August 24, 2018

Response to Item #3

On 2/21/18, Scott Clark (Simmons Bank loan officer, "Clark") was made aware of a fraudulent wire in the amount of \$154,888.23 sent from Simmons Bank's loan suspense account for payment of construction costs due on a construction loan to KP JGH Bourbon LH LLC, the Simmons Bank borrower. The wire was sent on 2/15/18. On 2/14/18 Clark received an email from Cynthia Davis ("Davis") at Hansen Title Company ("Hansen"), the title insurer for Simmons Bank, about sending a wire transfer from Simmons Bank to Hansen. Hansen was going to pay Tutterow Construction for amounts owed on a related construction project.

On 2/15/18 a fraudulent email disguised as an email from Davis provided wiring instructions that differed from historical instructions. The email stated that due to new ALTA Policies payment must be certified ahead of closing. The instructions were on the letterhead of Hansen. When Clark asked why the money was going to WG Holdings LLC at Wells Fargo, the email response noted that WG Holdings, LLC was the parent company of Hansen.

On 2/21/18 Davis asked about the status of the wire stating that they had not received it. There was a spoofed email that she received that listed Clark's email address with Simmons Bank as the sender letting her know the status of the wire. It was Clark's understanding from Davis at Hansen that the title company's email had been hacked.

Through Wells Fargo Bank we learned that the funds had been transferred to an account for Gemini Trust Co. at Silvergate Bank. Simmons Bank asked Wells Fargo Bank to see if they could request the funds sent to Gemini Trust Co. be returned. Wells Fargo froze the account of WG Holdings and William Green. Wells Fargo has subsequently interplead the remaining funds held in WG Holdings' account (\$103,076.93) and held in the account of William Green (\$11,391.17) with a district court in New Jersey. Multiple parties have made claim to the funds.

Response to Item #6 and #7

Incident was reported to the St. Louis office of the Federal Bureau of Investigation ("FBI"). As of the date of this submission, the FBI has not provided a response.

Exhibit D

Donna K. Smith
NOTARY PUBLIC